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BEFORE THE ARIZONA CORPORATE

COMMISSIONERS

BOB STUMP, CHAIRMAN
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Arizona Corporation Commission

2013 MAY 16

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ARIZONA CORPORATION COMMISSION
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IN THE MATTER OF THE APPLICATION OF) DOCKET NO. E-04204A-12-0504
UNS ELECTRIC, INC. FOR THE)
ESTABLISHMENT OF JUST AND)
REASONABLE RATES AND CHARGES)
DESIGNED TO REALIZE A REASONABLE)
RATE OF RETURN ON THE FAIR VALUE OF) **UNS ELECTRIC, INC.'S**
THE PROPERTIES OF UNS ELECTRIC, INC.) **AMENDED PROPOSED RULES**
DEVOTED TO ITS OPERATIONS) **AND REGULATIONS**
THROUGHOUT THE STATE OF ARIZONA,)
AND FOR RELATED APPROVALS.)

UNS Electric, Inc. ("UNS Electric" or "Company"), through undersigned counsel, hereby submits amended proposed Rules and Regulations in support of its December 31, 2012 rate case application.¹ For the convenience of the Commission, the Company is providing clean and redlined versions of the amended proposed Rules and Regulations. Additionally, the redlined version has been marked to highlight which proposed changes the Company has made to conform the proposed Rules and Regulations to Tucson Electric Power Company's ("TEP") Rules and Regulations as agreed upon in TEP's pending 2013 Rate Case in Docket No. E-01933A-12-0291.

The redlined revisions reflect proposed changes to the Company's existing Commission-approved Rules and Regulations. The *highlighted* (shaded) redlined revisions reflect proposed modifications that were made to conform to applicable TEP's Rules and Regulations, either because the language is already included in TEP's existing Commission-approved Rules and Regulations, or because the language was modified and agreed to as part of TEP's pending Rate

¹ The proposed Rules and Regulations were attached to the Direct Testimony of Lindy S. Sheehy as Exhibits LSS-1 (clean version) and LSS-2 (redline version). The amended proposed Rules and Regulations are intended to be substituted as amended Exhibits LSS-1 and LSS-2.

1 Case Settlement. Any redlined revisions that are not highlighted are proposed modifications that
2 are specific to UNS Electric's Rules and Regulations.

3 RESPECTFULLY SUBMITTED this 16th day of May 2013.

4
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25 Docket Control
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Copies of the foregoing hand-delivered/emailed
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EXHIBIT

LLS-1

(AMENDED)



**UNS Electric, Inc.
Rules and Regulations**

Original Sheet No.: 900
Superseding: _____

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Filed By: Kentton C. Grant
Title: Vice President of Finance and Rates
District: Entire Electric Service Area

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**UNS Electric, Inc.
Rules and Regulations**

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Superseding: _____

SECTION 1
APPLICABILITY OF RULES AND REGULATIONS AND DESCRIPTION OF SERVICE

- A. UNS Electric, Inc. ("Company") is an electric utility operating within portions of the state of Arizona. The Company will provide service to any person, institution or business located within its service area in accordance with the provisions of its Rates and the terms and conditions of these Rules and Regulations.
- B. All electricity delivered to any Customer is for the sole use of that Customer on that Customer's premises only. Electricity delivered by the Company will not be redelivered or resold, or the use thereof by others permitted unless otherwise expressly agreed to in writing by the Company. However, those Customers purchasing electricity for redistribution to the Customer's own tenants (only on the Customer's premises) may separately meter each tenant distribution point for the purpose of prorating the Customer's actual purchase price of electricity delivered among the various tenants on a per unit basis.
- C. These Rules and Regulations will apply to all electricity service furnished by the Company to its Customers.
- D. These Rules and Regulations are part of the Company's Rates on file with, and duly approved by, the Arizona Corporation Commission. These Rules and Regulations will remain in effect until modified, amended, or deleted by order of the ACC. No employee, agent or representative of the Company is authorized to modify the Company rules.
- E. These Rules and Regulations will be applied uniformly to all similarly situated Customers.
- F. In case of any conflict between these Rules and Regulations and the Arizona Corporation Commission's rules, these Rules and Regulations will apply.
- G. Whenever the Company and an Applicant or a Customer are unable to agree on the terms and conditions under which the Applicant or Customer is to be served, or are unable to agree on the proper interpretation of these Rules and Regulations, either party may request assistance from the Consumer Services Section of the Utilities Division of the ACC. The Applicant or Customer also has the option to file an application with the ACC for a proper order, after notice and hearing.
- H. The Company's supplying electric service to the Customer and the acceptance thereof by the Customer will be deemed to constitute an agreement by and between the Company and the Customer for delivery, acceptance of and payment for electric service under the Company's Rules and Regulations and applicable Rates.

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**UNS Electric, Inc.
Rules and Regulations**

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Superseding: _____

**SECTION 2
DEFINITIONS**

- A. In these Rules and Regulations, the following definitions will apply unless the context requires otherwise:
1. Actual Cost: The cost incurred by the Company for labor, materials and equipment including the cost of overheads.
 2. Advance in Aid of Construction ("Advance"): Funds provided to the utility by the Applicant under the terms of a line extension agreement the value of which may be refunded.
 3. Applicant: A person requesting the Company to supply electric service.
 4. Application: A request to the Company for electric service, as distinguished from an inquiry as to the availability or charges for such service.
 5. Arizona Corporation Commission ("ACC" or "Commission"): The regulatory authority of the State of Arizona having jurisdiction over public service corporations operating in Arizona.
 6. Billing Month: The period between any two (2) regular readings of the Company's meters at approximately thirty (30) day intervals.
 7. Billing Period: The time interval between two (2) consecutive meter readings that are taken for billing purposes.
 8. Company: UNS Electric, Inc. acting through its duly authorized officers or employees within the scope of their respective duties.
 9. Contiguous Site: A single site not separated by private or public property, or public street, or right of way and operated as one integral unit under the same name and as a part of the same business.
 10. Contributions in Aid of Construction ("Contribution"): Funds provided to the Company by the Applicant under the terms of a line extension agreement and/or service connections tariff, the value of which is not refundable.
 11. Curtailment Priority: The order in which electric service is to be curtailed to various classifications of Customers, as set forth in the Company's filed Rates.
 12. Customer: The person(s) or entity(ies) in whose name service is rendered, as evidenced by the request for electric service by the Applicant(s), or by the receipt and/or payment of bills regularly issued in the Customer's name regardless of the identity of the actual user of the service.
 13. Customer Charge: The amount the Customer must pay the Company for the availability of electric service, excluding any electricity used, as specified in the Company's Rates.
 14. Day: Calendar day.

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UNS Electric, Inc.
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Original Sheet No.: 902-1
Superseding: _____

SECTION 2
DEFINITIONS
(continued)

15. Demand: The rate at which power is delivered during any specified period of time. Demand may be expressed in kilowatts, kilovolt-amperes, or other suitable units.
16. Developer: One or more natural or artificial entities that own, improve or remodel real estate.
17. Distribution Lines: The Company lines operated at distribution voltage which are constructed along public roadways or other bona fide rights-of-way, including easements on Customer's property.
18. Electronic Billing: Optional billing service whereby Customers may elect to receive, view and pay their bills electronically.
19. Energy: Electric energy, expressed in kilowatt-hours.
20. Illness: A medical ailment or sickness for which a residential customer obtains a verified document from a licensed medical physician stating the nature of the illness and that discontinuance of service would be especially dangerous to the customer's health.
21. Interruptible Electric Service: Electric service that is subject to interruption as specified in the Company's Rate.
22. Kilowatt ("kW"): A unit of power equal to 1,000 watts.
23. Kilowatt-hour ("kWh"): Electric energy equivalent to the amount of electric energy delivered in one hour when delivery is at a constant rate of one (1) kilowatt.
24. Law: Any statute, rule, order or requirement established and enforced by government authorities.
25. Line Extension: The lines and equipment necessary to extend the electric distribution system of the Company to provide service to additional Customers.
26. Master Meter: A meter for measuring or recording the flow of electricity that has passed through it at a single location where said electricity is distributed to tenants or occupants for their usage.
27. Megawatt ("MW"): A unit of power equal to 1,000,000 watts.
28. Meter: The instrument for measuring and indicating or recording the flow of electricity that has passed through it.
29. Meter Tampering: A situation where a meter has been illegally altered. Common examples are meter bypassing, use of magnets to slow the meter recording, and broken meter seals.
30. Minimum Charge: The amount the Customer must pay for the availability of electric service, including an amount of usage, as specified in the Company's Rates.

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**UNS Electric, Inc.
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Original Sheet No.: 902-2

Superseding: _____

SECTION 2
DEFINITIONS
(continued)

- 31. Month: The period between any two (2) regular readings of the Company's meters at approximately thirty (30) day intervals.
- 32. On-Site Generation: Any and all power production generated on or adjacent to a Customer's property that is controlled, utilized, sold, or consumed by that Customer or its agent.
- 33. Permanent Customer: A Customer who is a tenant or owner of a service location who applies for and receives permanent electric service.
- 34. Permanent Service: Service which, in the opinion of the Company, is of a permanent and established character. The use of electricity may be continuous, intermittent, or seasonal in nature.
- 35. Person: Any individual, partnership, corporation, governmental agency, or other organization operating as a single entity.
- 36. Point of Delivery: In all cases, unless otherwise specified, "point of delivery" is the location on the Customer's building, structure, or premises where all wires, conductors, or other current-carrying devices of the Customer join or connect with wires, conductors, or other current-carrying devices of the Company. The Company will determine the point of delivery in accordance and based on the specific design specifications, relevant and appropriate technical standards and specifications, Rates and construction standards as applicable to the specific situation. Location and type of metering facilities will be determined by the Company and may or may not be at the same location as the point of delivery. Power: The rate of generating, transferring and/or using electric energy, usually expressed in kilowatts.
- 37. Power Factor: The ratio of real or active power ("kW") to apparent or reactive power ("kVA").
- 38. Premises: All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided by public streets, alleys or railways.
- 39. Primary Service and Metering: Service supplied directly from the Company's high voltage distribution or transmission lines without prior transformation to a secondary level.
- 40. Prorate: To divide, distribute, or assess proportionately.
- 41. Rates: The charge(s), related term(s) and conditions of the Company's Tariffs.
- 42. Residential subdivision development: Any tract of land which has been divided into four or more contiguous lots with an average size of one acre or less for use for the construction of residential buildings or permanent mobile homes for either single or multiple occupancy.

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UNS Electric, Inc.
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Superseding: _____

SECTION 2
DEFINITIONS
(continued)

- 43. Residential Use: Service to Customers using electricity for domestic purposes such as space heating, air conditioning, water heating, cooking, clothes drying, and other residential uses and includes use in apartment buildings, mobile home parks, and other multiunit residential buildings.
- 44. Revenue: Delivery charge, power supply charge, demand charge, and PPFAC charge collected from Customer.
- 45. Rules and Regulations or Company Rules: These Rules and Regulations, which are a part of the Company's Tariffs and Rates.
- 46. Secondary Service: Service supplied at secondary voltage levels from the load side of step-down transformers connected to the Company's high voltage distribution lines.
- 47. Service Area: The territory in which the Company has been granted a certificate of convenience and necessity and is authorized by the ACC to provide electric service.
- 48. Service Drop: The overhead service conductors from the last Company-owned pole or other aerial support to and including the splices, if any, connecting to the Customer's service entrance conductors at a building or other structure.
- 49. Service Establishment Charge: The charge as specified in the Company's Rates which covers the cost of establishing a new account.
- 50. Service Line: The line extending from a distribution line or transformer to the Customer's premises or point of delivery.
- 51. Service Reconnection Charge: The charge as specified in the Company's Rates which must be paid by the Customer prior to reestablishment of electric service each time the electricity is disconnected for nonpayment or whenever service is discontinued for failure otherwise to comply with the Company's Rates or Rules.
- 52. Service Reestablishment Charge: A charge as specified in the Company's Rates for service in the same location where the same Customer had ordered a service disconnection within the preceding twelve (12) month period.
- 53. Single Family Dwelling: A house, an apartment, or a mobile home permanently affixed to a lot, or other permanent residential unit which is used as a permanent home.
- 54. Single-Phase Service: Three (3) wire service (usually 120/240 volts).
- 55. Tariffs: The terms and conditions of the services offered by the Company, including a schedule of the Rates and charges for those services.

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Title: Vice President of Finance and Rates
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SECTION 2
DEFINITIONS
(continued)

56. Temporary Service: Service to premises or enterprises which are temporary in character, or where it is known in advance that the service will be of limited duration. Service which, in the opinion of the Company, is for operations of a speculative character is also considered temporary service. Three-Phase Service: Four (4) wire service (usually 120/208 volts).
57. Weather Especially Dangerous to Health That period of time commencing with the scheduled termination date when the local weather forecast, as predicted by the National Oceanographic and Administration Service, indicates that the temperature will not exceed thirty-two (32) degrees Fahrenheit for the next day's forecast. The ACC may determine that other weather conditions are especially dangerous to health as the need arises

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**UNS Electric, Inc.
Rules and Regulations**

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**SECTION 3
ESTABLISHMENT OF SERVICE**

A. Information from New Applicants

1. The Company may obtain the following minimum information from each application for service:
 - a. Name or names of Applicant(s);
 - b. Service address or location and telephone number;
 - c. Billing address/telephone number, if different than service address;
 - d. Social Security Number or Driver's License number and date of birth to be consistent with verifiable information on legal identification;
 - e. Address where service was provided previously;
 - f. Date Applicant will be ready for service;
 - g. Statement of whether premises have been supplied with electric service previously;
 - h. Purpose for which service is to be used;
 - i. Statement of whether Applicant is owner or tenant of or agent for the premises;
 - j. Information concerning the energy and demand requirements of the Customer; and
 - k. Type and kind of life-support equipment, if any, used by the Customer or at the service address.
2. Where service is requested by two (2) or more individuals, the Company will have the right to collect the full amount owed to the Company from any one of the Applicants.
3. The supplying of electric service by the Company and the Customer's acceptance of that electric service will be deemed to constitute an agreement by and between the Company and the Customer for delivery, acceptance of and payment for electric service under the Company's applicable Rates, and Rules and Regulations.
4. The term of any agreement not otherwise specified will become operative on the day the Customer's installation is connected to the Company's facilities for the purpose of taking electric energy.
5. The Company may require a written contract with special guarantees from Applicants whose unusual characteristics of load or location would require excessive investment in facilities or whose requirements for service are of a special nature.
6. Signed contracts may be required for service to commercial and industrial establishments. No contract or any modification of the contract will be binding upon the Company until executed by a duly authorized representative of the Company.
7. Where an occupant of the premises who owes a debt to the Company, but is not the Applicant or the Customer, the occupant shall also be jointly and severally liable for the bills rendered to the premises.

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UNS Electric, Inc.
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Superseding: _____

SECTION 3
ESTABLISHMENT OF SERVICE
(continued)

B. Deposits

1. The Company may require from any present or prospective Customer a deposit to guarantee payment of all bills. This deposit may be retained by the Company until service is discontinued and all bills have been paid; except as provided in Subsection B.3. below. Upon proper application by the Customer, the Company will then return said deposit, together with any unpaid interest accrued thereon from the date of commencement of service or the date of making the deposit, whichever is later. The Company will be entitled to apply said deposit together with any unpaid interest accrued thereon, to any indebtedness for the same class of service owed to the Company for electric service furnished to the Customer making the deposit. When said deposit has been applied to any such indebtedness, the Customer's electric service may be discontinued until all such indebtedness of the Customer is paid and a like deposit is again made with the Company by the Customer. No interest will accrue on any deposit after discontinuance of the service to which the deposit relates.

The Company will not require a deposit from a new Applicant for residential service if the Applicant is able to meet any of the following requirements:

- a. The Applicant has had service of a comparable nature with the Company within the past two (2) years and was not delinquent in payment more than twice during the last twelve (12) consecutive months of service or was not disconnected for nonpayment; or
 - b. The Applicant can produce a letter of credit or verification from an electric utility where service of a comparable nature was last received by Applicant, which states Applicant had a timely payment history at time of service discontinuation; or
 - c. Instead of a deposit, the Company receives deposit guarantee notification from a social or governmental agency acceptable to the Company. A surety bond may be provided as security for the Company in an amount equal to the required deposit.
2. The Company may issue a non-assignable, non-negotiable receipt to the Applicant for the deposit. The inability of the Customer to produce his or her receipt will in no way impair the Customer's right to receive a refund of the deposit which is reflected on the Company records.
 3. Cash deposits held by the Company twelve (12) months or longer will earn interest at the established one-year Treasury Constant Maturities rate, effective on the first business day of each year, as published in the Federal Reserve website.
 - a. Residential Customers – Deposits or other instruments of credit will automatically expire or be refunded or credited to the Customer's account, after twelve (12) consecutive months of service during which time the Customer has not been delinquent more than two (2) times in a twelve (12) month period.

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Title: Vice President of Finance and Rates
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UNS Electric, Inc.
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SECTION 3
ESTABLISHMENT OF SERVICE
(continued)

- b. Non-Residential Customers – Deposits or other instruments of credit will automatically expire or be refunded or credited to the Customer's account after twenty-four (24) months of service during which the Customer has not been delinquent more than two (2) times or disconnected for non-payment in the most recent twelve (12) month period.
4. The Company may require a Customer to establish or reestablish a deposit if the Customer became delinquent in the payment of three (3) or more bills within a twelve (12) consecutive month period, or has been disconnected from service during the last twelve (12) months, or the Company has a reasonable belief that the Customer is not credit worthy based on a rating from a credit agency utilized by the Company.
5. The Company may review the Customer's usage after service has been connected and adjust the deposit amount based upon the Customer's actual usage.
6. A separate deposit may be required for each meter installed.
7. Residential Customer deposits will not exceed two (2) times that Customer's estimated average monthly bill. Non-residential Customer deposits will not exceed two and one-half (2.5) times that Customer's maximum estimated monthly bill. If actual usage history is available, then that usage, adjusted for normal weather, will be the basis for the estimate.
8. The posting of a deposit will not preclude the Company from terminating service when the termination is due to the Customer's failure to perform any obligation under the agreement for service or any of these Rules and Regulations.

C. Conditions for Supplying Service

The Company reserves the right to determine the conditions under which service will be provided. Conditions for service and extending service to the Customer will be based upon the following:

1. Customer has wired his premises in accordance with the National Electric Code, City, County and/or State codes, whichever are applicable.
2. If the Company determines that there is a reasonable basis to believe that the Customer's premises poses a safety risk to Company employees, then the Company may, at its option, install a meter or facilities with remote connect and/or disconnect capabilities.
3. Customer has installed the meter loop in a suitable location approved by the Company.
4. In the case of a mobile home, the meter loop must be attached to a meter pole or to an approved support.
5. In case of temporary construction service, the meter loop must be attached to an approved support.

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UNS Electric, Inc.
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SECTION 3
ESTABLISHMENT OF SERVICE
(continued)

6. All meter loop installations must be in accordance with the Company's specifications and located at an outdoor location accessible to the Company.
7. Individual Customers may be required to have their property corner pins and/or markers installed to establish proper right-of-way locations.
8. Developers must have all property corner pins and/or markers installed necessary to establish proper locations to supply electric service to individual lots within subdivisions.
9. Where the installation requires more than one meter for service to the premises, each meter panel must be permanently marked (not painted) by the contractor or Customer to properly identify the portion of the premises being served.
10. The identification will be the same as the apartment, office, etc., served by that meter socket. The identifying marking placed on each meter panel will be impressed into or raised from a tab of aluminum, brass or other approved non-ferrous metal with minimum one-fourth (1/4) inch-high letters. This tag must be riveted to the meter panel. The impression must be deep enough to prevent the identification(s) from being obscured by subsequent painting of the building and attached service equipment.
11. The Company may require the assistance of the Customer and/or the Customer's contractor to open the apartments or offices at the time the meters are set, in order to verify that each meter socket actually serves the apartment or office indicated by the marking tag. In the case of multiple buildings the building or unit number and street address will be identified on the pull section in the manner described above.

D. Grounds for Refusal of Service

The Company may refuse to establish service if any of the following conditions exist:

1. When the Applicant has an outstanding amount due for the same class of electric service with the Company and the Applicant is unwilling to make arrangements with the Company for payment, in such cases, the Company shall be entitled to transfer the balance due on the terminated service to any other active account of the Customer for the same class of service. The failure of the Customer to pay the active account shall result in the suspension or termination of service.
2. A condition exists which, in the Company's judgment, is unsafe or hazardous to the Applicant, the general population, or the Company's personnel or facilities;
3. The Applicant refuses to provide the Company with a deposit when the Customer has failed to meet the credit criteria for waiver of deposit requirements;
4. Customer is known to be in violation of the Company's Rates or Rules and Regulations;

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**SECTION 3
ESTABLISHMENT OF SERVICE
(continued)**

5. Customer fails to furnish the funds, service, equipment, and/or rights-of-way necessary to serve the Customer and which have been specified by the Company as a condition for providing service;
6. Customer fails to provide safe access to the meter that would be serving the Customer;
7. Applicant falsifies his or her identity for the purpose of obtaining service;
8. Service is requested by an Applicant and a prior Customer, who is either living with the Applicant, or who is an occupant of the premises who owes a debt to the Company from the same class of service from the same or a prior service address;
9. The Applicant is acting as an agent for a prior Customer who is deriving benefits from the energy supplied and who owes a delinquent bill from the same class of service from the same or a prior service address;
10. There is evidence of tampering or energy diversion.

E. Service Establishment, Reestablishment or Reconnection Charge

1. The Company may make a charge as approved by the ACC for the establishment, reestablishment, or reconnection of service. The charge for establishment, reestablishment or reconnection of service during normal business hours is set forth in the UNS Electric Statement of Charges.
2. Should service be established during a period other than the Company's regular business hours at the Customer's request, the Customer may be required to pay an after-hour charge for the service connection. Where the Company's scheduling will not permit service establishment on the same day as requested, the Customer can elect to pay the after-hour charge for establishment that day, or his service will be established on the next available business day. The after-hour charge is set forth in the UNS Electric Statement of Charges. Even so, a Customer's request to have the Company establish service after-hours is subject to the Company having Staff available; there is no guarantee that the Company will have the staffing available for service establishment or reestablishment outside of regular business hours.
3. For the purpose of this Rule, the definition of service establishment is where the Customer's facilities are ready and acceptable to the Company, the Applicant has obtained all required permits and/or inspections indicating that the Applicant's facilities comply with local construction safety and governmental standards and regulations, and the Company needs only to install a meter, read a meter, or turn the service on.

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UNS Electric, Inc. Rules and Regulations

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SECTION 3 **ESTABLISHMENT OF SERVICE** (continued)

4. Service Reconnection Charge

Whenever the Company has discontinued service under its usual operating procedures because of any default by the Customer as provided herein, a reconnection charge, not to exceed the charge for the reestablishment of service as set forth in the UNS Electric Statement of Charges, shall be made and may be collected by the Company before service is restored. When, due to the behavior of the Customer, it has been necessary to discontinue service utilizing other than usual operating procedures, the Company shall be entitled to charge and collect actual costs to restore service, as set forth in the UNS Electric Statement of Charges.

F. Temporary Service

1. Applicants for temporary service may be required to pay Line Extension charges in accordance with Section 7.C.9.d.
2. Where the duration of service is to be less than one (1) month, the Applicant will also be required to advance a sum of money equal to the estimated bill for service.
3. Where the duration of service is to exceed one (1) month, the Applicant may also be required to meet the deposit requirements of the Company, as outlined in Subsection B.1. above.
4. If at any time during the term of the agreement for service the character of a temporary Customer's operations changes so that, in the opinion of the Company, the Customer is classified as permanent, the terms of the Company's Line Extension rules will apply.

G. Identification of Load and Premises

Upon request of the Company, the electric load and premises to be served by the Company must be clearly identified by the Customer at the time of application. If the service address is not recognized in terms of commonly used identification system, the Customer may be required to provide specific written directions and/or legal descriptions before the Company will be required to act upon a request for electric service.

H. Identification of Responsible Party

Any person applying on behalf of another Customer for service to be connected in the name of or in care of another Customer must furnish to the Company written approval from that Customer guaranteeing payment of all bills under the account. The Customer is responsible in all cases for service supplied to the premises until the Company has received proper notice of the effective date of any change. The Customer shall also promptly notify the Company of any change in physical or electronic billing address.

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**UNS Electric, Inc.
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**SECTION 3
ESTABLISHMENT OF SERVICE
(continued)**

I. Tampering With or Damaging Company Equipment

1. The Customer agrees, when accepting service, that no one except authorized Company employees or agent of the Company will be allowed to remove or replace any Company owned equipment installed on Customer's property.
2. No person, except an employee or agent acting on behalf of the Company shall alter, remove or make any connection to the Company's meter or service equipment.
3. No meter seal may be broken or removed by anyone other than an employee or agent acting on behalf of the Company, however the Company may give its prior consent to break the seal by an approved electrician employed by a Customer when deemed necessary by the Company.
4. The Customer will be held responsible for any broken seals, tampering, or interfering with the Company's meter(s) or any other Company owned equipment installed on the Customer's premises. In cases of tampering with meter installations, interfering with the proper working thereof, or any tampering, interfering, theft, or service diversion, including the falsification of Customer read-meter readings, Customer will be subject to immediate discontinuance of service. The Company will be entitled to collect from the Customer whose name the service is in, under the appropriate Rate, for all power and energy not recorded on the meter as the result of such tampering, or other theft of service, and also additional security deposits as well as all expenses incurred by the Company for property damages, investigation of the illegal act, and all legal expenses and court costs incurred by the Company.
5. The Customer will be held liable for any loss or damage occasioned or caused by the Customer's negligence, want of proper care or wrongful act or omission on the part of any Customer's agents, employees, licensees or contractors.

J. Access

1. The Customer is responsible for providing safe access to Company facilities. The Company's authorized agents shall have satisfactory unassisted twenty-four (24) hour a day, seven (7) days a week access to the Company's equipment located on Customer's premise for the purpose of repair and service restoration work that the Company may need to perform.
2. If additional resources are required to gain safe access to perform service establishment, disconnection, meter reading, or routine maintenance, due to an affirmative, wrongful, and/or criminal act by the Customer, the Company will be entitled to collect from the Customer all expenses incurred by the Company for additional resources including: investigation of access, all legal expenses, and court costs.

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SECTION 4
MINIMUM CUSTOMER INFORMATION REQUIREMENTS

A. Information for Customers

1. The Company will make available upon Customer request not later than sixty (60) days from the date of request a concise summary of the Rate schedule applied for by the Customer. The summary will include the following:
 - a. The monthly minimum Customer charge, identifying the amount of the charge and the specific amount of usage included in the minimum charge, where applicable;
 - b. Rate blocks, where applicable;
 - c. Any adjustment factor(s) and method of calculation; and
 - d. Demand charge, where applicable.
2. Upon request of the Customer, either at the time of application or after, the Company will use its best efforts to assist the Customer in choosing an appropriate Rate. However, upon application or upon request for assistance, the Applicant or the Customer will elect the applicable Rate best suited to his requirements. The Company may assist in making this election, but will not be held responsible for notifying the Customer of the most favorable Rate and will not be required to refund the difference in charges under different Rates. The Customer is solely responsible for selecting the Rate the Customer believes is appropriate. If no Rate is selected, the Customer will be placed on the most common Rate for the class of service and the Company will not be liable to refund the difference in charges had the Customer been placed on different Rates.
3. Upon written notification of any material changes in the Customer's installation or load conditions, the Company will assist in determining if a change in Rate is desirable, but not more than one (1) such change at the Customer's request will be made within any twelve (12) month period.
4. The supply of electric service under a residential Rate to a dwelling involving some business or professional activity will be permitted only where this activity is only occurring occasionally at the dwelling, where the electricity used in connection with this activity is small in amount, and where the electricity is used only by equipment that would normally be in use if the space were used as living quarters. Where a portion of the dwelling is used regularly for business, professional and other gainful purposes, and any considerable amount of electricity is used for other than domestic purposes, or for electrical equipment not normally used in living quarters is installed in connection with the activities referenced above, then the entire premises will be classified as non-residential and the appropriate general service Rate will be applied. The Customer, may, at his option, provide separate wiring so that the residential uses can be metered and billed separately under the appropriate residential service rate schedule, and the other uses under the appropriate general service Rate.

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**SECTION 4
MINIMUM CUSTOMER INFORMATION REQUIREMENTS
(continued)**

5. In addition, the Company will make available upon Customer request, not later than sixty (60) days from date of service commencement, a concise summary of the Company's Rates or the ACC's Rules and Regulations concerning:
 - a. Deposits;
 - b. Termination of service;
 - c. Billing and collection; and
 - d. Complaint handling.
6. The Company, upon request of a Customer, will transmit a written statement of actual consumption by the Customer for each billing period during the prior twelve (12) months, unless this data is not reasonably ascertainable. But the Company will not be required to accept more than one such request from each Customer in a calendar year.

B. Information Required Due to Changes in Rates:

1. The Company will send to affected Customers a concise summary of any change in the Rates affecting those Customers.
2. This information will be sent to the affected Customer within sixty (60) days of the effective date of the change.

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SECTION 5
MASTER METERING

A. Mobile Home Parks – New Construction/Expansion

1. The Company will refuse service to all new construction or expansion of existing permanent residential mobile home parks unless the construction or expansion is individually metered by the Company. Line extensions and service connections to serve this expansion will be governed by the Company's Line Extension and/or service connection policies of these Rules and Regulations.
2. Permanent residential mobile home parks for the purpose of this rule will mean mobile home parks where the average length of stay for an occupant is a minimum of six (6) months.
3. For the purposes of this rule, expansion means the acquisition of additional real property for permanent residential spaces in excess of that existing at the effective date of this rule.

B. Residential Apartment Complexes, Condominiums and other Multiunit Residential Buildings

1. Master metering will not be allowed for new construction of apartment complexes and condominiums unless the building or buildings will be served by a centralized heating, ventilation, or air conditioning system and the contractor can provide to the Company an analysis demonstrating that the central unit will result in a favorable cost/benefit relationship.
2. At a minimum, the cost/benefit analysis should consider the following elements for a central unit as compared to individual units:
 - a. Equipment and labor costs;
 - b. Financing costs;
 - c. Maintenance costs;
 - d. Estimated kWh usage;
 - e. Estimated kW demand on a coincident demand and non-coincident demand basis (for individual units);
 - f. Cost of meters and installation; and
 - g. Customer accounting cost (one account vs. several accounts).
3. A Customer of any residential apartment complex, condominium, or other multiunit residential building taking service through a master meter is responsible for determining his or her own usage beyond the Company's meter.

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SECTION 6
SERVICE LINES AND ESTABLISHMENTS

A. Priority and Timing of Service Establishments

1. After the Applicant has complied with the Company's application requirements and has been accepted for service by the Company, and obtained all required permits and/or inspections indicating that the Customer's facilities comply with local construction, safety and governmental standards or regulations, the Company will schedule that Customer for service establishment.
2. All charges are due and payable before the Company will schedule the Customer for service establishment.
3. Service establishments will be scheduled for completion within five (5) business days of the date the Customer has been accepted for service, except in those instances when the Customer requests service establishment beyond the five (5) business day limitation.
4. When the Company has made arrangements to meet with a Customer for service establishment purposes and the Company or the Customer cannot make the appointment during the prearranged time, the Company will reschedule the service establishment to the satisfaction of both parties.
5. The Company will schedule service establishment appointments within a maximum range of four (4) hours during normal business hours, unless another timeframe is mutually acceptable to both the Company and the Customer.
6. Service establishments will be made only by the Company.
7. For the purposes of the rule, service establishments are where the Customer's facilities are ready and acceptable to the Company and the Company needs only to install or read a meter or turn the service on.
8. A fee for service establishment, reestablishment, or reconnection of service may be charged at a rate on file with and approved by the ACC. Whenever an Applicant requests after-hours handling of his request, the Company will charge a fee set forth in the UNS Electric Statement of Charges, unless a special call-out is required. If a special call-out is required the charge will be for a minimum of two (2) hours at the Company's then-prevailing after-hours rate for the service work on the Customer's premises. Special handling of calls and the related charges will be made only upon request of the Applicant. Even so, a Customer's request to have the Company establish service after-hours is subject to the Company having staff available; there is no guarantee that the Company will have the staffing available for service establishment, reestablishment or reconnection after regular business hours.

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SECTION 6
SERVICE LINES AND ESTABLISHMENTS
(continued)

B. Service Lines

1. Customer provided facilities

- a. Each Applicant for services will be responsible for all inside wiring including the service entrance and meter socket. For three-phase service, the Customer will provide, at the Customer's expense, all facilities including conductors and conduit, beyond the Company-designated point of delivery.
- b. Meters and service switches in conjunction with the meter will be installed in a location where the meters will be readily and safely accessible for reading, testing and inspection, where these activities will cause the least interference and inconvenience to the Customer. Location of metering facilities will be determined by the Company and may or may not be at the same location as the point of delivery. However, the meter locations will not be on the front exterior wall of the home, or in the carport or garage unless mutually agreed to between the Customer or homebuilder and the Company. Without cost to the Company, the Customer must provide, at a suitable and easily accessible location, sufficient and proper space for the installation of meters.
- c. Where the meter or service line location on the Customer's premises is changed at the request of the Customer or due to alterations on the Customer's premises, the Customer must provide and have installed, at the Customer's expense, all wiring and equipment necessary for relocating the meter and service line connection. The Company will charge the Customer for moving the meter and/or service lines.
- d. Customer will provide access to a main switch or breaker for disconnecting load to enable safe installation and removal of Company meters.

2. Company-Provided Facilities

- a. The Company will provide, at no charge, an overhead service line up to one hundred fifty (150) feet and no more than one carryover pole, if required, for each Customer. In areas where the Company maintains an underground distribution system, the Company will provide, install, and connect, at no charge, underground service cable up to one hundred fifty (150) feet for each residential Customer.
- b. The cost of any service line in excess of that allowed under 2.a. above will be paid for by the Customer as a contribution in aid of construction.
- c. A Customer requesting an underground service line in an area served by overhead facilities will pay for the difference between estimated cost of an equivalent overhead service connection and the actual cost of the underground connection as a non-refundable contribution.

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**SECTION 6
SERVICE LINES AND ESTABLISHMENTS
(continued)**

3. Overhead Service Connection – Secondary Service

- a. For the initial service drop: Where the Company's distribution pole line is located on the Customer's premises, or on a street, highway, lane, alley, road, or private easement immediately contiguous thereto, the Company will, at its own expense, furnish and install a single span of service drop line (up to 550 feet in total) from its pole to the Customer's point of attachment, provided that this point of attachment is at the point of delivery and is of a type and so located that the service drop wires may be installed in a manner approved by the Company in accordance with good engineering practice, and in compliance with all applicable laws, ordinances, Rules and Regulations, including those governing clearances and points of attachment.
- b. Whenever any of the clearances required by the applicable laws, ordinances, rules or regulations of public authorities or standards of the Company from the service drops to the ground or any object becomes impaired by reason of any changes made by the owner or tenant of the premises, the Customer will, at his own expense, provide a new and approved support, in a location approved by the Company, for the termination of the Company's service drop wires and will also provide all service entrance corridors and equipment necessitated by the change of location.
- c. The cost of any service line footage, in excess of that allowed at no charge, will be paid for by the Customer as a contribution in aid of construction.
- d. For each overhead service connection, the Customer will furnish at their own expense a set of service entrance conductors that will extend from the point of service delivery at the point of termination of the Company's service drop on the Customer's support to the Customer's main disconnect switch. These service entrance conductors will be of a type and be in an enclosure that meets with the approval of the Company and any inspection authorities having jurisdiction.

4. Underground Service Connections – Secondary Service

- a. In areas where the Company maintains an underground distribution system, individual services will be underground.
- b. The cost of any underground service line footage in excess of that allowed at no charge, will be paid for by the Customer and will be treated as a contribution in aid of construction.
- c. Whenever the Company's underground distribution system is not complete to the point designated by the Company where the service lateral is to be connected to the distribution system, the system may be extended in accordance with Section 7.

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**SECTION 6
SERVICE LINES AND ESTABLISHMENTS
(continued)**

- d. For an initial underground service connection of single-phase service, the Company will install a service lateral from its distribution line to the Customer's Company-approved termination facilities under the following conditions (unless otherwise agreed to by the Company and the Applicant):
 - (i) The Customer, at his expense, will provide the necessary trenching, conduit, conduit installation, backfill, landscape restoration and paving and will also furnish, install, own and maintain termination facilities on or within the building to be served.
- e. The Company, at its expense (up to 550 feet in total), will furnish, install, own and maintain the underground single-phase cables to Customer's Company-approved termination facilities.
- f. The Company will determine the minimum size and type of conduit and conductor for the single-phase service. The Customer will furnish and install the conduit system, including suitable pull ropes as specified by the Company. The ownership of this conduit or duct will be conveyed to the Company, and the Company will thereafter maintain the conduit or duct. The maximum length of any lateral conductor will be determined by the Company in accordance with accepted engineering practice in determining voltage drop, voltage flicker, and other relevant considerations.
- g. For three-phase service, the Customer will provide, at the Customer's expense, all facilities, including conductors and conduit, beyond the Company-designated point of delivery.

C. Easements and Rights-of-Way

- 1. At no cost to the Company, each Customer will grant adequate easements and rights-of-way that are satisfactory to ensure proper service connection and any additional easements and rights-of-way as may be necessary for electric system reliability. Failure on the part of the Customer to grant adequate easement and right-of-way will be grounds for the Company to refuse service.
- 2. When the Company discovers that a Customer or the Customer's Agent is performing work, has constructed facilities or has allowed vegetation to grow adjacent to or within an easement or right-of-way and this work, construction, vegetation or facility poses a hazard or is in violation of federal, state or local laws, ordinances, statutes, Rules or Regulations, or significantly interferes with the Company's access to equipment, the Company will notify the Customer or the Customer's Agent and will take whatever actions are necessary to eliminate the hazard, obstruction or violation at the Customer's expense.

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SECTION 6
SERVICE LINES AND ESTABLISHMENTS
(continued)

D. Number of Services to be Installed

Unless otherwise provided herein, or in a Rate or contract, the Company will not install more than one service, either overhead or underground, for any one building or group of buildings on a single premise. Separate services may be installed for separate buildings or group of buildings where necessary for the operating convenience of the Company, where provided for in the Rates, or where required by law or local ordinance.

E. Multiple Service Points

Unless otherwise expressly provided herein, or in a Rate or contract, any person, firm, corporation, agency or other organization or governmental body receiving service from the Company at more than one location or for more than one separately operated business will be considered as a separate Customer at each location and for each business. If several buildings are occupied and used by a Customer in the operation of a single business, then the Company, upon proper application, will furnish service for the entire group of buildings through one service connection at one point of delivery, provided all of these buildings are at one location on the same lot or tract, or on adjoining lots or tracts that form a contiguous site (not separated by any public streets) wholly owned, or controlled, and occupied by the Customer in the operation of this single business. Dwelling units will be served, metered and billed separately, except at the option of the Company.

F. Temporary Service

For service that is temporary in nature or for operations of a speculative character or questionable permanency the Customer will be charged the Company's estimated cost of installing the service.

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SECTION 7 LINE EXTENSIONS

Introduction

The Company will construct, own, operate and maintain lines along public streets, roads and highways which the Company has the legal right to occupy, and on public lands and private property across which rights-of-way and easements satisfactory to the Company may be obtained without cost to or condemnation by the Company.

A request for electric service often requires the construction of new distribution lines of varying distances. The distances and cost vary widely depending upon Customer's location and load size. With such a wide variation in extension requirements, it is necessary to establish conditions under which the Company will extend its electric facilities.

All extensions are subject to the availability of adequate capacity, voltage and Company facilities at the beginning point of an extension, as determined by the Company.

A standard policy has been adopted to provide service to Customers whose requirements are deemed by the Company to be economical and ordinary in nature.

All extensions are made on the basis of economic feasibility. Footage and revenue basis are offered below for use in circumstances where feasibility is generally accepted because of the number of extensions made within these footage and dollar units.

In unusual circumstances, when the application of the provisions of this policy appear impractical, or in case Customer's requirements exceed 100 kW, the Company will make a special study of the conditions to determine the basis on which service may be rendered.

A. General Requirements

1. Upon request by an Applicant for a line extension, the Company will prepare without charge, a preliminary electric design and a rough estimate of the cost of installation, if any, to be paid by said Applicant.
2. Any Applicant for a line extension requesting the Company to prepare detailed plans, specifications, or cost estimates will be required to make a non-refundable deposit with the Company in an amount equal to the estimated cost of preparation. The Company will make available within ninety (90) days after receipt of the deposit referred to above, those plans, specifications, and cost estimates for the proposed line extension. Where the Applicant authorizes the Company to proceed with construction of the extension, the deposit will be credited to the cost of construction. If the extension is to include over-sizing of facilities to be done at the Customer's expense, appropriate details will be set forth in the plans, specifications and cost estimates. Developers providing the Company with approved plats will be provided with plans, specifications, or cost estimates within ninety (90) days after receipt of the deposit referred to above.

The Company will provide a copy of the Line Extension policy prior to the Applicant's acceptance of the utility's extension agreement.

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SECTION 7
LINE EXTENSIONS
(continued)

3. All line extension agreements requiring payment of an advance by the Applicant will be in writing and signed by each party.
4. The provisions of this rule apply only to those Applicants who, in the Company's judgment, will be permanent Customers of the Company. Applications for temporary service will be governed by the Company's Rules concerning temporary service applications. The Company reserves the right to delay the extension of facilities until the satisfactory completion of required site improvements, as determined by the Company, and an approved service entrance to accept electric service has been installed.

B. Minimum Written Agreement Requirements

1. Each line extension agreement must, at a minimum, include the following information:
 - a. Name and address of Applicant(s);
 - b. Proposed service address(es) or location(s);
 - c. Description of requested service;
 - d. Description and sketch of the requested line extension;
 - e. A cost estimate to include itemized material costs, labor, and other itemized costs as necessary; Calculations of estimated line extension costs will include the following:
 - i. Material cost;
 - ii. Direct labor cost; and
 - iii. Overhead cost.
 - 1) Overhead costs are represented by all the costs which are proper capital charges in connection with construction, other than direct material and labor costs including but not limited to; indirect labor, engineering, transportation, taxes (e.g. FICA, State & Federal Unemployment which are properly allocated to construction), insurance, stores expense, general office expenses allocated to costs of construction, power operated equipment, employee pension and benefits, vacations and holidays, and miscellaneous expenses properly chargeable to construction.
 - f. Payment terms;
 - g. A concise explanation of any refunding provisions, if applicable;
 - h. The Company's estimated start date and completion date for construction of the line extension; and
 - i. A summary of the results of the economic feasibility analysis performed by the Company to determine the amount of the advance required from the Applicant for the proposed line extension.
2. Each Applicant will be provided with a copy of the written line extension agreement.

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**SECTION 7
LINE EXTENSIONS
(continued)**

C. Line Extension Requirements

1. Overhead Extensions to Individual Residential Applicants

a. Line Extension Allowance

Upon the Applicant's satisfactory completion of required site improvements, the Company will make single-phase extensions from its existing facilities of proper voltage and adequate capacity at the Company's expense up to five hundred fifty (550) feet. The distance of five hundred fifty (550) feet is to be measured by the shortest feasible route along public streets, roads, highways, or suitable easements from the existing facilities to the Applicant's nearest point of delivery and inclusive of the service drop and is for initial site improvements, as determined by the Company, only.

b. Extensions in Excess of Line Extension Allowance Distance

The Company will make extensions in excess of five hundred fifty (550) feet per Customer upon receipt of a non-interest bearing, refundable cash deposit with the Company to cover the estimated costs of construction for the pro-rata share of the single-phase extension length over five hundred fifty (550) feet, for voltages up to 21kV.

The Company will install, own and maintain, on an individual project basis, the distribution facilities necessary to provide permanent service.

c. Method of Refund

- i. Deposit refunds will be made to a depositor when separately metered Customers are served directly from the line extension originally constructed to serve said depositor, providing the new line extension is less than five hundred fifty (550) feet in distance, and the Customer to be served occupies a permanent structure designed for continued occupancy for either residential or business purposes, meeting established municipal, county or state codes as applicable.

The amount of the deposit refund will be equal to the estimated 'Cost per Foot' for the line extension project rate multiplied by five hundred fifty (550) feet less the actual footage of the new line extension required to serve the new Customer].

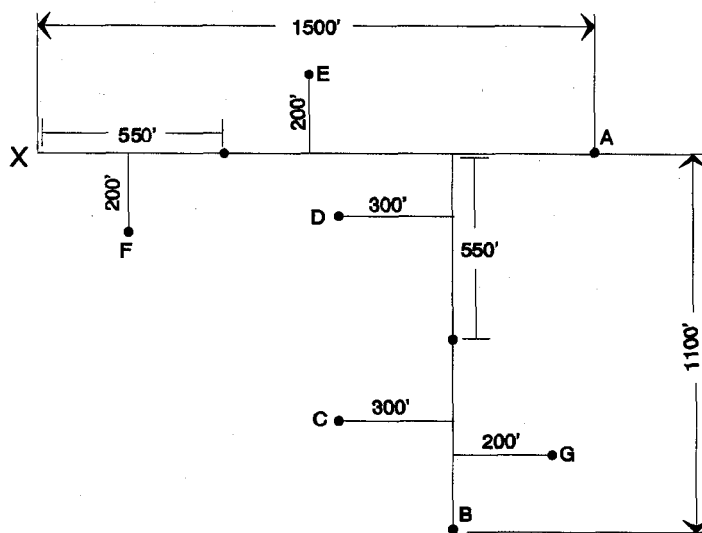
In no event will the total of the refund payments made by the Company to a depositor be in excess of the deposit amount advanced.

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SECTION 7
LINE EXTENSIONS
(continued)

A pictorial explanation of the method of refund for a single-phase line extension is as follows (assume the 'Cost per Foot' rate for this Line Extension is \$15.00 per foot):



- Applicant "A" – Customer makes refundable advance of \$14,250 for footage over 550' at \$15.00/foot.
- Applicant "B" – Customer makes refundable advance of \$8,250 for footage over 550' at \$15.00/foot. No refund to A for B's connection because B is over 550'.
- Applicant "C" – Customer gets line at no cost. Refund goes to B at \$15.00 x 250', or \$3,750 because C ties directly into B's line and is less than 550'.
- Applicant "D" – Customer gets line at no cost. Refund goes to B at \$15.00 x 250', or \$3,750, because it ties directly into B's line and is less than 550'.
- Applicant "E" – Customer gets line at no cost. Refund goes to A at \$15.00 x 350', or \$5,250 because E ties directly into A's line and is less than 550'.
- Applicant "F" – Customer gets line at no cost. Refund goes to A at \$15.00 x 350', or \$5,250 because F ties directly into A's line and is less than 550'.
- Applicant "G" – Customer gets line at no cost. Refund goes to B at \$15.00 x 350', or \$5,250; However, B receives \$750 since this is the remaining balance of the initial deposit net of refunds. Total refunds cannot exceed the amount of the initial advance.



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**SECTION 7
LINE EXTENSIONS
(continued)**

Note: The dollars in the example above are illustrative. This method requires that: a) The deposit advance made for an initial line extension cannot be refunded to the depositor unless a new line extension required to serve a new separately metered Customer is directly connected to the initial line extension; and b) the new line extension is less than 550 feet in length.

- ii. Payment of eligible refunds will be made within ninety (90) days following receipt of notification to the Company that a qualifying permanent Customer has commenced receiving service from an extension.
- iii. A Customer may request an annual survey to determine if additional Customers have been connected to and are using service from the extension.
- iv. After a period of five (5) years from the date the Company is initially ready to render service from an extension, the Company will review the deposit and make appropriate refunds then due, if any. Any unrefunded amount remaining thereafter will become the property of the Company and will no longer be eligible for refund and will become a contribution in aid of construction.

2. Underground Facilities to Individual Residential Applicants

- a. Underground line extensions will generally be made only where mutually agreed upon by the Company and the Applicant, or in areas where the Company does maintain underground distribution facilities for its operating convenience.
- b. Underground extensions will be owned, operated and maintained by the Company, provided the Applicant pays in advance a non-refundable sum equal to the estimated difference between the cost, exclusive of meters and services, of the underground extension and an estimated equivalent overhead extension cost for voltages up to 21kV.
- c. In addition to the non-refundable sum, the Applicant will (unless otherwise agreed to by the Company and the Applicant) make such refundable deposit (for voltages up to 21kV) in accordance with Subsection 7.C. as otherwise would have been required under these Rules and Regulations if the extension had been made by overhead construction.
- d. Refunds of cash deposits will be made in the same manner as provided for overhead extensions to individual Applicants for service, in accordance with the applicable provisions of Subsection 7.C.
- e. Underground services will be installed, owned, operated and maintained as provided in Section 6 of these Rules and Regulations.

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**SECTION 7
LINE EXTENSIONS
(continued)**

3. Extensions to Non-Residential Customers

a. Line Extensions less than 21kV

- i. For line extensions with voltages less than or equal to 21kV, the Company will install, own and maintain, on an individual project basis, the distribution facilities necessary to provide permanent service to a non-residential Customer. Prior to the installation of facilities, the Customer will be required to make a refundable non interest-bearing cash advance to the Company for the estimated project cost less an allowance equal to 50% of the estimated two year Revenue. If the total of such charge is less than one hundred dollars (\$100.00), the charge will be waived by the Company.
- ii. Upon completion of construction of the Company's facilities the total actual cost of the project will be compared to the total estimated cost advanced by the Applicant, and any difference will be either billed or refunded within ninety (90) days to the Customer.
- iii. After the initial twenty-four (24) month billing period the Company will compare the actual Revenue to the allowance, and any difference will be either billed or refunded within ninety (90) days to the Customer.
- iv. In no event shall the total of the refund payments made by the Company to the depositor be in excess of the deposit amount advanced.
- v. No refunds will be made after a period of two (2) years subsequent to the completion of construction of the Company's facilities. Any un-refunded amount remaining at the end of the two (2) year period will become the property of the Company and a nonrefundable contribution in aid of construction.
- vi. 550 foot line extension allowance does not apply.

b. Line Extensions greater than 21kV to 69kV

- i. For line extensions with voltages greater than 21kV and less than or equal to 69kV, the Company will install, own and maintain, on an individual project basis, the distribution facilities necessary to provide permanent service to a non-residential Customer. Prior to the installation of facilities, the Customer will be required to make a refundable non interest-bearing cash advance to the Company for the estimated project cost less an allowance equal to 50% of the estimated one year Revenue. If the total of such charge is less than one hundred dollars (\$100.00), the charge will be waived by the Company.
- ii. Upon completion of construction of the Company's facilities the total actual cost of the project will be compared to the total estimated cost advanced by the Applicant, and any difference will be either billed or refunded within ninety (90) days to the Customer.
- iii. After the initial twelve (12) month billing period the Company will compare the actual Revenue to the allowance, and any difference will be either billed or refunded within ninety (90) days to the Customer.

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- iv. In no event shall the total of the refund payments made by the Company to the depositor be in excess of the deposit amount advanced.
- v. No refunds will be made after a period of two (2) years subsequent to the completion of construction of the Company's facilities. Any un-refunded amount remaining at the ends of the two (2) year period will become the property of the Company and a nonrefundable contribution in aid of construction.
- vi. 550 foot line extension allowance does not apply.

4. Residential Subdivision Developers

a. General

Required distribution facilities up to and within a new duly recorded residential subdivision, including subdivision plats which are activated subsequent to their recordation, for permanent service to single and/or multi-family residences and/or un-metered area lighting, will be constructed, owned, operated and maintained by the Company in advance of applications for service by permanent Customers only after the Company and the Applicant have entered into a written contract ("Subdivision Agreement"), which (unless otherwise agreed to by the Company and the Applicant) provides that:

- i. The total estimated installed cost of such overhead distribution facilities, exclusive of meters, services and exclusive of other costs as may be deemed as reasonable by the Company, will be advanced to the Company as a refundable non-interest bearing cash deposit to cover the Company's cost of construction.
- ii. Refundable advances will become non-refundable at such time and in such manner as provided in Subsection 7.C.4.b.
- iii. Upon completion of construction of the Company's facilities the total actual cost of the project will be compared to the total estimated cost advanced by the Applicant, and any difference will be either billed or refunded within ninety (90) days to the Customer.
- iv. Where applicable, if distribution facilities must be constructed in excess of an average of five hundred fifty (550) feet per new permanent Customer within a duly recorded residential subdivision, a nonrefundable cash amount equal to that portion of the total estimated installed cost represented by those required line facilities in excess of five hundred fifty (550) feet per Customer average will be paid to the Company.
- v. Underground Installations – Extensions of single-phase underground distribution lines necessary to furnish permanent electric service to new residential buildings or mobile homes within a subdivision, in which facilities for electric service have not been constructed, for which applications are made by a developer will be installed underground in accordance with the provisions set forth in this regulation except where it is not feasible from an engineering, operational, or economic standpoint. Extensions of single-phase underground distribution lines necessary to furnish permanent electric service within a new single family and/or multi-family residential subdivision will be made by the Company in advance of

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receipt of applications for service by permanent Customers in accordance with the following provisions (unless otherwise agreed to by the Company and the Applicant):

- 1) The subdivider or other Applicant will provide the trenching, bedding, backfill (including any imported backfill required), compaction, repaving and any earthwork for pull boxes and equipment and transformer pad sites required in accordance with the Company's specifications and subject to the Company's inspection and approval.
 - 2) Right-of-way and easements satisfactory to the Company will be furnished by the Developer at no cost to the Company and in reasonable time to meet service requirements. No underground electric facilities will be installed by the Company until the final grades have been established and furnished to the Company. In addition the easements, alleys and/or streets must be graded to within six (6) inches of final grade by the Developer before the Company will commence construction. Such clearance and grading must be maintained by the Developer. If, subsequent to construction, the clearance or grade is changed in such a way as to require relocation of underground facilities or results in damage to such facilities, the cost of such relocation and/or resulting repairs will be borne by the developer.
 - 3) If armored cable or special cable covering is required, the Customer or developer will make a non-refundable contribution equal to the additional cost of such cable or covering.
 - 4) Underground service lines will be installed, owned, operated and maintained as provided in Section 6 of these Rules and Regulations.
 - 5) Any underground electric distribution system requiring more than single-phase service is not governed by this Subsection, but rather will be constructed pursuant to Subsection 7.C.6.
 - vi. Underground extensions up to the duly recorded Subdivision will be owned, operated and maintained by the Company, provided the Applicant pays a non-refundable sum equal to the estimated difference between the cost of the underground extension and an equivalent estimated cost of an overhead extension.
- b. Method of Refund
- i. The Developer is eligible for a refund during the term of the Subdivision Agreement of up to 100% of the amount advanced provided the average length of the line extension per lot or per service location does not exceed five hundred fifty (550) feet. If distribution facilities must be constructed in excess of an average of five hundred fifty (550) feet per new permanent lot or service location within a duly recorded residential subdivision, that portion of the advanced total installed cost represented by those required line facilities in excess of five hundred fifty (550) feet per customer will be held by the Company as a non-refundable contribution.
 - ii. On or after one (1) year subsequent to the installation of the Company's facilities, and thereafter each year of the term of the Subdivision Agreement the Company will review the status of the subdivision to determine the percentage ratio that the number of lots or service locations occupied by permanent

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Customers bears to the number of lots identified in each Subdivision Agreement specified as the basis for refund. The ratio determined at the time of each review multiplied by the total refundable advance associated with the line extension agreement will represent that portion of the advance qualified for refund. If the foregoing calculation indicates a refund is due, an appropriate refund of cash deposit will be made. Payment will be made within ninety (90) days following each review.

- iii. The total amount refunded over the term of the Subdivision Agreement cannot exceed the total amount advanced net of any non-refundable contribution and or cost of ownership.
- iv. The Company will make a final review on the status after a period of five (5) years. No refunds will be made after a period of five (5) years subsequent to the completion of construction of the Company's facilities. Any unrefunded amount remaining at the ends of the five (5) year period will become the property of the Company and a nonrefundable contribution in aid of construction.

5. Non-Residential Developers

a. General

Required distribution facilities up to and within a new duly recorded non-residential development, including commercial plats which are activated subsequent to their recordation, for permanent service, will be constructed, owned, operated and maintained by the Company in advance of applications for service by permanent commercial customers only after the Company and the Applicant have entered into a written contract which (unless otherwise agreed to by the Company and the Applicant) provides that:

- i. For line extensions with voltages less than or equal to 21kV, the Company will install, own and maintain, on an individual project basis, the distribution facilities necessary to provide permanent service to a non-residential Customer. Prior to the installation of facilities, the Customer will be required to make a refundable non interest-bearing cash advance to the Company for the estimated project cost less an allowance equal to 50% of the estimated two year Revenue. If the total of such charge is less than one hundred dollars (\$100.00), the charge will be waived by the Company.
- ii. Upon completion of construction of the Company's facilities the total actual cost of the project will be compared to the total estimated cost advanced by the Applicant, and any difference will be either billed or refunded within ninety (90) days to the Customer.
- iii. 550 foot line extension allowance does not apply.
- iv. For line extensions with voltages greater than 21kV Subsection 7.C.3.b will apply.

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b. Method of Refund

- i. After the initial twenty-four (24) month billing period the Company will compare the actual Revenue to the allowance, and any difference will be either billed or refunded within ninety (90) days to the Customer.
- ii. In no event shall the total of the refund payments made by the Company to the depositor be in excess of the deposit amount advanced.
- iii. No refunds will be made after a period of two (2) years subsequent to the completion of construction of the Company's facilities. Any unrefunded amount remaining at the end of the two (2) year period will become the property of the Company and a nonrefundable contribution in aid of construction.

c. Underground Installations – Extensions of single-phase or three-phase underground distribution lines necessary to furnish permanent electric service to new commercial properties a commercial subdivision, in which facilities for electric service have not been constructed, for which applications are made by a developer will be installed underground in accordance with the provisions set forth in this regulation except where it is not feasible from an engineering, operational, or economic standpoint. Extensions of single-phase or three-phase underground distribution lines necessary to furnish permanent electric service will be made by the Company in advance of receipt of applications for service by permanent commercial customers in accordance with the following provisions (unless otherwise agreed to by the Company and the Applicant):

- i. The subdivider or other Applicant will provide the trenching, bedding, backfill (including any imported backfill required), compaction, repaving and any earthwork for pull boxes and equipment and transformer pad sites required in accordance with the Company's specifications and subject to the Company's inspection and approval.
- ii. Underground service will be installed, owned, operated and maintained as provided in Section 6 of these Rules and Regulations.
- iii. Underground extensions up to the duly recorded Subdivision will be owned, operated and maintained by the Company, provided the Applicant pays a non-refundable sum equal to the estimated difference between the cost of the underground extension and an equivalent estimated cost of an overhead extension.

6. Replacement of Overhead with Underground Distribution Facilities

Where a Customer has requested that existing overhead distribution facilities be replaced with underground distribution facilities, the total cost of such replacement will be paid by the Customer.

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7. Conversion from Single-Phase to Three-Phase Service

Where it is necessary to convert all or any portion of an existing overhead or underground distribution system from single-phase to three-phase service to a Customer, the total cost of such conversion will be paid by the Customer.

8. Long Term Rental Mobile Home Park, Townhouses, Condominiums and Apartment Complexes

Line extensions to long term rental mobile home parks, townhouses, condominiums and apartment complexes will be made by the Company under terms and conditions provided in Subsection 7.C.1. The Company will, when requested by the Customer, install, own and maintain internal distribution facilities and individual metering for said development in accordance with the provisions pertaining to duly recorded real estate subdivisions as stated in Subsection 7.C.2 hereof.

9. Special Conditions

a. Contracts

Each sub divider or other Applicant for service requesting an extension over the allowable footage allowance, or in advance of applications for service to permanent Customers, or in advance of completion of required site improvements will (unless otherwise agreed to by the Company and the Applicant) be required to execute contracts covering the terms under which the Company will install lines at its own expense, or contracts covering line extensions for which advance deposits will (unless otherwise agreed to by the Company and the Applicant) be made in accordance with the provisions of these Rules and Regulations or of the applicable rate schedules.

b. Primary Service and Metering

The Company will provide primary service to a point of delivery, such point of delivery to be determined by the Company. The Customer will provide the entire distribution system (including transformers) from the point of delivery to the load. The system will be treated as primary service for the purposes of billing. The Company reserves the right to approve or require modification to the Customer's distribution system prior to installation, and the Company will determine the voltage available for primary service. Instrument transformers, metering riser poles and associated equipment to be installed and maintained by the Company will be at the Customer's expense.

c. Advances under Previous Rules and Contracts

Amounts advanced under the conditions established by a rule previously in effect will be refunded in accordance with the requirements of such contract under which the advance was made.

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d. Extensions for Temporary Service

Extensions for temporary service or for operations of a speculative character (mining, milling, irrigation and similar speculative businesses) or questionable permanency will be charged the applicable estimated charges for the installation and removal of temporary facilities. Temporary facilities will remain in service for a maximum of two (2) years.

e. Exceptional Cases

Where unusual terrain, location, soil conditions, or other unusual circumstances make the application of these line extension rules impractical or unjust to either party or in the case of extension of lines of other than standard distribution voltage, service under such circumstances will be negotiated under special agreements specifying terms and conditions covering such extensions.

f. Special or Excess Facilities

Under this rule, the Company will install only those facilities which it deems are necessary to render service in accordance with the rate schedules. Where the Customer requests facilities which are in addition to, or in substitution for, the standard facilities which the Company normally would install, the extra cost thereof will be paid by the Customer.

g. Unusual Loads

Line extensions to unusually small loads not consisting of a residence or permanent building (e.g. individual lights, wells, signs, etc.) will not be granted the five hundred fifty (550) foot allowance but will instead be required to advance any costs of service.

10. Other Conditions

- a. Rights-of-Way – All necessary easements or rights-of-way required by the Company for any portion of the extension which is either on premises owned, leased or otherwise controlled by the Customer, Developer, or others will be furnished in the Company's name by the Customer without cost to or condemnation by the Company and in reasonable time to meet proposed service requirements. All easements or rights-of-way obtained on behalf of the Company will contain only those terms and conditions that are acceptable to the Company.
- b. Change of Grade – If subsequent to construction of electric distribution and/or transmission lines and services, the final grade established by the Customer or Developer is changed in such a way as to require relocation of the Company facilities or results in damage to those same facilities, the cost of relocation and/or resulting repairs will be borne by the Customer or Developer.

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- c. Relocation – When the Company is requested to relocate its facilities for the benefit and/or convenience of a Customer, the Customer will pay the Company for the total cost of the work to be performed prior to the start of construction.
- d. Connecting or Disconnecting Customer's Service – Only duly authorized employees of the Company are allowed to connect the Customer's service to, or disconnect the same from, the Company's electric lines.
- e. Maintenance of Customer's Equipment – The Customer will, at the Customer's own risk and expense, furnish, install and keep in good and safe condition all electrical wires, lines, machinery and apparatus which may be required for receiving electric energy from the Company, and for applying and utilizing that energy, including all necessary protective appliances and suitable building therefore, and the Company will not be responsible for any loss or damage occasioned or caused by the negligence, want of proper care, or wrongful act of the Customer or any of the Customer's agents, employees or licensees on the part of the Customer in installing, maintaining, using, operating or interfering with any such wires, lines, machinery or apparatus.
- f. Removal of Company Property – As provided for in these Rules and Regulations, the Company will have the right to remove any and all of its property installed on the Customer's premises at the termination of service.
- g. Change of Customer's Requirements – In the event that the Customer must make any material change either in the amount or character of the appliances or apparatus installed upon the Customer's premises to be supplied with electric energy by the Company, the Customer must immediately give the Company written notice to this effect.
- h. Refunds – In no case will the total of any refund payments made by the Company exceed the amount of any construction advance
- i. Collections – Nothing in these Rules and Regulations will be construed as limiting or in any way affecting the right of the Company to collect from the Customer any other additional sum of money which may become due and payable.

D. Construction / Facilities Related Income Taxes

1. Collection of Income Tax Gross Up

- a. Any federal, state or local income taxes resulting from the receipt of a Contribution or Advance in Aid of Construction in compliance with this rule is the responsibility of the Company and will be recorded as a deferred tax asset and reflected in the Company's rate base for ratemaking purposes.

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- b. However, if the estimated contribution or advance for any service line or distribution main extension (as determined for each individual extension agreement) exceeds \$500,000, the Company shall require the Applicant to include in the contribution or advance an amount (the "gross up amount") equal to the estimated federal, state or local income tax liability of the Company resulting from the contribution or advance computed as follows:

$$\text{Gross Up Amount} = \frac{\text{Advance or Contribution}}{(1 - \text{Statutory combined income tax rate})} - \text{Advance or Contribution}$$

- c. After the Company's tax returns for the year of receipt of the advance or contribution are completed, if the statutory combined income tax rate is less than the rate used to calculate the gross-up, the Company shall refund to the Applicant an amount equal to such excess,
- d. When a gross-up amount is to be collected in connection with an extension agreement, the contract will state the tax rate used to compute the gross up amount, and will also disclose the gross-up amount separately from the estimated cost of facilities.

2. Refund of Tax Gross Up

- a. In the case of construction advance refunds made pursuant to Subsection 7.C.3 a pro rata portion of the gross up will be refunded when the amount of the underlying contribution is refunded. Any remaining gross-up will be refunded on November 1 of each year as tax depreciation deductions are taken on the Company's tax returns. At the end of five (5) years from installation, the remaining gross up will be refunded at an amount that reflects the net present value of the Company's remaining tax depreciation deductions on the underlying advance discounted at the Company's authorized rate of return.
- b. In the case of all other advances or deferred construction deposit agreements, the gross up will be refunded, or the amount of required deferred construction deposit will be reduced, as follows:
- If the full amount of the advance is refunded prior to September 30th of the year following the year in which the advance is received, the entire amount of the gross-up will be refunded.
 - For any amount of the advance not refunded as of September 30th of the year following the year in which the advance is received, on November 1st of each year a portion of the gross-up will be refunded based on the amount of the tax depreciation deductions taken by the Company on its federal and state income tax returns.
 - When any advance is refunded after depreciation refunds pursuant to clause ii have begun, a pro rata portion of the gross up will be refunded reduced by the amount of depreciation refunds previously made for that portion of the gross up.

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- iv. For any advance that is not refunded at the end of the contract period, the remaining gross up will be refunded at an amount that reflects the net present value of the Company's remaining tax depreciation deductions on the underlying advance discounted at the Company's authorized rate of return.

3. Non-refundable Income Tax Gross Up

- a. At the option of the Customer, a non-refundable gross-up may be calculated as follows:

$$\text{Non-refundable Gross Up Amount} = \frac{(\text{Contribution Amount} - \text{Present Value of Tax Depreciation})}{(1 - \text{Current Tax Rate})} - \text{Contribution Amount}$$

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SECTION 8
PROVISION OF SERVICE

A. Company Responsibility

1. The Company will be responsible for the safe transmission and distribution of electricity until it passes the point of delivery to the Customer.
2. The Company will be responsible for maintaining in safe operating condition all meters, equipment and fixtures installed on the Customer's premises by the Company for the purpose of delivering electric service to the Customer. However, the Company will not be responsible for the condition of meters, equipment, and fixtures damaged or altered by the Customer.
3. The Company may, at its option, refuse service until the Customer has obtained all required permits and/or inspections indicating that the Customer's facilities comply with local construction and safety standards, including any applicable Company specifications.
4. The Company will determine, in its sole discretion, the type of service (including voltage and Point of Delivery) to be furnished for utilization by the Customer. This includes determinations involving: 1) requirements to take Primary Service and Metering; and 2) service voltage (including for any new on-site generation installations or generation retrofits at the Customer's premises).

B. Customer Responsibility

1. Each Customer will be responsible for maintaining in safe operating condition all Customer facilities on the Customer's side of the point of delivery.
2. Each Customer will be responsible for safeguarding all Company property installed in or on the Customer's premises for the purpose of supplying electric service to that Customer.
3. Each Customer will exercise all reasonable care to prevent loss or damage to Company property, excluding ordinary wear and tear. The Customer will be responsible for loss of or damage to Company property on the Customer's premises arising from neglect, carelessness, misuse, diversion or tampering and will reimburse the Company for the cost of necessary repairs or replacements.
4. Each Customer, regardless of who owns the meter, will be responsible for payment for any equipment damage and/or estimated unmetered usage and all reasonable costs resulting from unauthorized breaking of seals, interfering, tampering or bypassing the Company meter.
5. Each Customer will be responsible for notifying the Company of any equipment failure identified in the Company's equipment.

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6. Each Customer will be responsible for informing the Company of, and meeting the Company's requirements regarding on-site or distributed generation (including distributed renewable resources and combined heat and power facilities) that the Customer or the Customer's agent intends to interconnect to the Company's transmission or distribution system. This includes compliance with all requirements contained within the Company's most current Interconnection Requirements for Distributed Generation, and the terms and conditions of the Company's Agreement for the Interconnection of Customer's Facility. Customer must also agree to enter into the Interconnection Agreement with the Company. Further, any interconnection must be in accordance with any applicable Commission regulation and order governing interconnection, as well as applicable laws.
7. The Customer, at his expense, may install, maintain and operate check-measuring equipment as desired and of a type approved by the Company, provided that this equipment will be installed so as not to interfere with operation of the Company's equipment. This is also provided that no electric energy will be remetered or submetered for resale to another or to others, except where such remetering will be done in accordance with the applicable orders of the Commission.

C. Continuity of Service

The Company will make reasonable efforts to supply a satisfactory and continuous level of service. However, the Company will not be responsible for any damage or claim of damage attributable to any interruption or discontinuation of service resulting from:

1. Any cause against which the Company could not have reasonably foreseen, or made provision for (i.e force majeure, see Subsection 8.E.);
2. Intentional service interruptions to make repairs or perform routine maintenance; or
3. Curtailment, including brownouts or blackouts.

D. Service Interruptions

1. The Company will make reasonable efforts to reestablish service within the shortest possible time when service interruptions occur.
2. In the event of a national emergency or local disaster resulting in disruption of normal service, the Company may, in the public interest, interrupt service to other Customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

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3. When the Company plans to interrupt service for more than four (4) hours to perform necessary repairs or maintenance, the Company will attempt to inform affected Customers at least twenty-four (24) hours in advance of the scheduled date, and these repairs will be completed in the shortest possible time to minimize the inconvenience to the Customers of the Company.
4. The Commission will be notified of interruption in service affecting the entire system or any significant portion thereof. The interruption of service and cause will be reported by telephone to the Commission within four (4) hours after the responsible Company representative becomes aware of said interruption. A written report to the Commission will follow.

E. Interruption of Service and Force Majeure

1. The Company will make reasonable provision to supply a satisfactory and continuous electric service, but does not guarantee a constant or uninterrupted supply of electricity. The Company will not be liable for any damage or claim of damage attributable to any temporary, partial or complete interruption or discontinuance of electric service attributable to a force majeure condition as set forth in Subsections 8.E.4. and 8.E.5. or to any other cause which the Company could not have reasonably foreseen and made provision against, or which, in the Company's judgment, is necessary to permit repairs or changes to be made in the Company's electric generating, transmission, or distribution equipment, or to eliminate the possibility of damage to the Company's property or to the person or property of others.
2. Whenever the Company deems a condition exists that warrants interruption or limitation in the service being rendered, this limitation or interruption will not constitute a breach of contract and will not render the Company liable for damages suffered thereby or excuse the Customer from further fulfillment of the contract.
3. The use of electric energy upon the Customer's premises is at the risk of the Customer. The Company's liability will cease at the point where its facilities are connected to the Customer's wiring.
4. Neither the Company nor the Customer will be liable to the other for any act, omission, or circumstances (including, but not limited to, the Company's inability to provide electric service) occasioned by or in consequence of the following:
 - a. flood, rain, wind, storm, lightning, earthquake, fire, landslide, washout or other acts of the elements;
 - b. accident or explosion;
 - c. war, rebellion, civil disturbance, mobs, riot, blockade or other act of the public enemy;
 - d. acts of God;
 - e. interference of civil and/or military authorities;

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- f. strikes, lockouts, or other labor difficulties;
 - g. vandalism, sabotage, or malicious mischief;
 - h. usurpation of power, or the laws, rules, regulations, or orders made or adopted by any regulatory or other governmental agency or body (federal, state or local) having jurisdiction of any of the business or affairs of the Company or the Customer, direct or indirect;
 - i. breakage or accidents to equipment or facilities;
 - j. lack, limitation or loss of electrical or fuel supply; or
 - k. any other casualty or cause beyond the reasonable control of the Company or the Customer, whether or not specifically provided herein and without limitation to the types enumerated, and which by exercise of due diligence the Company or the Customer is unable to overcome.
5. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees will not be considered to be a matter within the control of the Company.
6. Nothing contained in this Section will excuse the Customer from the obligation of paying for electricity delivered or services rendered.

F. General Liability

- 1. Company will not be responsible for any third-party claims against Company that arise from Customer's use of Company's electricity.
- 2. Customer will indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against all claims (including, without limitation, claims for damages to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, in connection with the Company's service or facilities.
- 3. The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under the Company's Rates (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs.

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UNS Electric, Inc.
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SECTION 8
PROVISION OF SERVICE
(continued)

4. In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
5. The Company will not be responsible in an occasion for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any electric facilities.

G. Construction Standards and Safety

The Company will construct all facilities in accordance with the provisions of the ANSI C2 Standards (National Electric Safety Code, 2007 edition, and other amended editions as are adopted by the ACC), the 2007 ANSI B31.1 Standards, the ASME Boiler and Pressure Vessel Code, and other applicable American National Standards Institute Codes and Standards, except for those changes the ACC makes or permits from time to time. In the case of conflict between codes and standards, the more rigid code or standard will apply.

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SECTION 9
CHARACTER OF SERVICE – VOLTAGE, FREQUENCY AND PHASE

- A. For Residential, Lighting and Miscellaneous Service – Energy supplied will be sixty (60) Hertz, single phase, alternating current, three-wire service, 120/240 volts for new service applications. The Company will provide 120 volts, two-wire for those Customers currently receiving that service.
- B. Commercial and Industrial Service – Electric energy furnished under these Rules and Regulations will be sixty (60) Hertz alternating current energy, single or three (3) phase at the standard nominal voltages specified by the Company.
- C. All electric energy supplied will be in accordance with ANSI voltage ratings for electric power systems and equipment.
- D. All voltages referred to above are nominal voltages and may vary somewhat due to local conditions. The Company does not guarantee the constancy of its voltage or frequency, nor does it guarantee against its loss of one or more phases in a three-phase service. The Company will not be responsible for any damage to the Customer's equipment caused by any or all of these occurrences brought about by circumstances beyond its control.
- E. Motor Protection

The following protective apparatus, to be provided by the Customer, is required on all motor installations:

- 1. No Voltage Protection: Motors that cannot be safely subjected to full voltage at starting must be provided with a device to insure that upon failure of voltage, the motors will be disconnected from the line. Said device should be provided with a suitable time delay relay;
- 2. Overload Protection: All motors whose voltage does not exceed 750 volts are to be provided with approved fuses of proper rating. Where the voltage exceeds 750 volts, protective devices are to be provided. In these cases it will be found desirable to install standard switching equipment. The installation of overload relays and no-voltage releases is recommended on all motors, not only as additional protection, but as a means of reducing the cost of refusing; and
- 3. Phase Reversal: Reverse phase relays and circuit breakers or equivalent devices are recommended on all polyphase installations to protect the installation in case of phase reversal or loss of one phase.

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SECTION 9
CHARACTER OF SERVICE – VOLTAGE, FREQUENCY AND PHASE
(continued)

F. Load Fluctuation And Balance

1. **Interference with Service:** The Company reserves the right to refuse to supply loads of a character that may seriously impair service to any other Customers. In the case of hoist or elevator motors, welding machines, furnaces and other installations of like character where the use of electricity is intermittent or subject to violent fluctuations, the Company may require the Customer to provide at the Customer's own expense suitable equipment to reasonably limit those fluctuations.
2. The Company has the right to discontinue electric service to any Customer who continues to use appliances or other devices, equipment and apparatus detrimental to the service after the Company notifies the Customer of his or her causing detriment to the service.
3. **Allowable Instantaneous Starting Current Values:** The instantaneous starting current (determined by tests or based on limits guaranteed by manufacturers) drawn from the line by any motor must not exceed a value (as determined by the Company) that may be deemed detrimental to the normal operation of the system. If the starting current of the motor exceeds that value, a starter must be used or other means employed to limit the current to the value specified. A reduced voltage starter may be required for polyphase motors.
4. When three-phase service supplied under a power rate includes incidental lighting, the Customer will supply any necessary lighting transformers and arrange its lighting to give a substantially balanced three-phase load.

G. Customer Responsibility for Equipment Used in Receiving Electric Energy

No statement or requirement in these Rules and Regulations can be construed as the assumption of any liability by the Company for any wiring of electrical equipment or the operation of same, installed in, upon, or about the Customer's premises, nor will the Company be responsible for any loss or damage occasioned or caused by the negligence, want of proper care or wrongful act of the Customer, or any of the Customer's agents or employees or licenses on the part of the Customer in installing, maintaining, using, operating, or interfering with any such wiring, machinery or apparatus.

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**SECTION 10
METER READING**

A. Company or Customer Meter Reading

1. The Company may at its discretion permit Customer reading of meters.
2. It will be the Company's responsibility to inform the Customer how to properly read his or her meter.
3. Where a Customer reads his or her own meter the Company will read the Customer's meter at least once every four (4) months.
4. Where the Company must read the meter every four (4) months, the Customer shall pay the Meter Re-Read charge as set forth in the UNS Electric Statement of Charges for every read.
5. The Company will provide the Customer with postage-paid cards or other methods to report the monthly meter reading to the Company.
6. The Company will specify the timing requirements for the Customer to submit his or her monthly meter reading to conform to the Company's billing cycle.
7. Meter readings will be scheduled for periods of not less than twenty-five (25) days or more than thirty-five (35) days. In the event the Customer fails to submit a reading within this ten (10) day period, the Company may issue the Customer an estimated bill.
8. In the event the Customer fails to submit monthly reads as designated above, the Company may estimate the usage for up to three (3) months.
9. The Company and the Customer shall mutually agree on a method to submit meter reads.
10. Where the Customer is providing their own meter reads, the Customer is responsible for all applicable charges as calculated from the point the Company last read the Customer's meter.
11. Meters will be read monthly on as close to the same day as practical.

B. Measuring of Service

1. All energy sold to Customers and all energy consumed by the Company – except that sold according to fixed charge schedules – will be measured by commercially acceptable measuring devices owned and maintained by the Company. This provision will not apply where it is impractical to install meters, such as street lighting or security lighting, or where otherwise authorized by the ACC.
2. When there is more than one meter at a location, the metering equipment will be so tagged or plainly marked as to indicate the circuit metered or metering equipment in accordance with Subsection 3.C.9.

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SECTION 10
METER READING
(continued)

3. Meters which are not direct reading will have the multiplier plainly marked on the meter.
4. All charts taken from recording meters will be marked with the date of the record, the meter number, customer and chart multiplier.
5. Metering equipment will not be set "fast" or "slow" to compensate for supply transformer or line losses.

C. Customer - Requested Rereads

1. The Company will at the request of a Customer reread that Customer's meter within ten (10) business days after that request by the Customer.
2. Any reread may be charged to the Customer at a rate set forth in the UNS Electric Statement of Charges, if the original reading was not in error.
3. When a reading is found to be in error, the Company will not charge the Customer for the reread.

D. Access to Customer Premises

The Company will at all times have the right of safe ingress to and egress from the Customer's premises at all reasonable hours for any purpose reasonably connected with the Company's property used in furnishing service and the exercise of any and all rights secured to it by law or these rules.

E. Meter Testing and Maintenance

1. The Company will replace any meter found to be damaged or associated with an inquiry into its accuracy, whether initiated by the Customer or Company, and which has been in service for more than sixteen years. Replaced meters will be tested for accuracy and will be acceptable if found to have an error margin within plus or minus three percent ($\pm 3\%$).
2. The Company will file an annual report with the Commission summarizing the results of meter maintenance and testing program for that year. At a minimum, the report should include the following data:
 - a. Total number of meters tested at Company initiative or upon customer request; and
 - b. Number of meters tested that were outside the acceptable error allowance of $\pm 3\%$.

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**SECTION 10
METER READING
(continued)**

F. Customer – Requested Meter Tests

1. The Company will test a meter upon Customer request and the Company will be authorized to charge the Customer for the meter test. The charge for the meter test is set forth in the UNS Electric Statement of Charges. However, if the meter is found to be in error by more than three percent (3%), no meter testing fee will be charged to the Customer.

G. Demands

1. The Customers demand may be measured by a demand meter, under all Rates involving billings based on demand, unless appropriate investigation or tests indicate that the Customer's demand will not be such as to require a demand meter for correct application of the rate schedule. In cases where billings under a rate schedule requiring determination of the Customer's demand must be made before a demand meter can be installed, these billings may be made on an estimated demand basis pending installation of the demand meter. Billings made on the basis of estimated demands, however, will be appropriately adjusted, if actual demands recorded after demand meter is installed are greater or less than those estimated demands.
2. Demand meters may be installed at any metering location if the nature of the Customer's equipment and operation indicates that a demand meter is required for correct application of the rate schedule.
3. All demands used for billing purposes will be recorded or computed to the nearest whole kW.

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UNS Electric, Inc.
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SECTION 11
BILLING AND COLLECTIONS

A. Frequency and Estimated Bills

1. The Company will bill monthly for services rendered. Meter readings will be scheduled for periods of not less than twenty-five (25) days or more than thirty-five (35) days.
2. If the Company is unable to obtain the meter read on the scheduled meter read date, the Company will estimate the consumption for the billing period as set forth in the Company's Bill Estimation Methodologies Tariff.
3. Estimated bills will be issued only under the following conditions:
 - a. Failure of a Customer who reads his or her own meter to deliver his or her meter reading card to the Company in accordance with the requirements of the billing cycle.
 - b. Severe weather conditions which prevent the Company from reading the meter.
 - c. Circumstances that make it dangerous or unnecessarily difficult to read the meter. These circumstances include, but are not limited to, locked gates, blocked meters, vicious or dangerous animals, or any force majeure condition as listed in Subsection 8.E.4.
 - d. When an electronic meter reading is obtained, but the data cannot be transferred to a Customer Information System.
 - e. A meter failure or malfunction with no reliable information retained by the meter.
 - f. Meter tampering or energy diversion results in a lack of accurate metered consumption information.
 - g. In the event the Customer fails to submit the reading within the designated ten (10) day meter reading window.
 - h. In the event the Customer fails to submit monthly reads as designated above, the Company may estimate the usage for up to three (3) months.
4. After the second consecutive month of estimating the Customer's bill, the Company will attempt to secure an accurate reading of the meter.
5. Failure on the part of the Customer to comply with a reasonable request by the Company for access to its meter may lead to the discontinuance of service.
6. Each bill based on estimated usage will indicate that it is an estimated bill.
7. Estimates due to equipment malfunctions may exceed one month if the malfunction could not be reasonably discovered and/or corrected before additional bills were estimated.
8. A bill is not considered an estimated bill when the end read is based on an actual read.

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**SECTION 11
BILLING AND COLLECTIONS
(continued)**

B. Combining Meters, Minimum Bill Information

1. Each meter at a Customer's premises will be considered separately for billing purposes, and the readings of two (2) or more meters will not be combined unless otherwise provided for in the Company's Rates.
2. Each bill for residential service will contain the following minimum information:
 - a. Date and meter reading at the start of billing period or number of days in the billing period;
 - b. Date and meter reading at the end of the billing period;
 - c. Billing usage and demand (if applicable);
 - d. Rate schedule number;
 - e. Company's telephone number;
 - f. Customer's name;
 - g. Service account number;
 - h. Amount due and due date;
 - i. Past due amount;
 - j. Purchased Power Fuel Adjuster Clause cost, where applicable;
 - k. All applicable taxes; and
 - l. The address for the Arizona Corporation Commission.

C. Billing Terms

1. All bills for electric service are due and payable no later than ten (10) days from the date the bill is rendered. Any payment not received within this time frame will be considered past due.
2. For purposes of this rule, the date a bill is rendered may be evidenced by:
 - a. The postmark date for bills sent via U.S. Postal Service; or
 - b. The mailing date; or
 - c. The billing date shown on the bill (however, the billing date will not differ from the postmark or mailing date by more than two (2) days).
 - d. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer.

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SECTION 11
BILLING AND COLLECTIONS
(continued)

3. All past due bills for electric service are due and payable within fifteen (15) days. Any payment not received within this timeframe will be considered delinquent and will be issued a suspension of service notice. For Customers under the jurisdiction of a bankruptcy court, a more stringent payment or prepayment schedule may be required, if allowed by that court.
4. All delinquent bills for which payment has not been received within five (5) days will be subject to the provisions of the Company's termination procedures.
5. The amount of the late payment penalty will not exceed one and one-half percent (1.5%) of the delinquent bill, applied on a monthly basis.
6. All payments must be made at or sent via U.S. Postal Service to the Company's duly authorized representative.
7. A bill will be rendered in a form prescribed by the Company. If the Customer requests a bill in a form other than the one prescribed by the Company, the Company in its sole discretion may consider such request and charge the Customer any associated costs.

D. Applicable Rates, Prepayment, Failure to Receive, Commencement Date, Taxes

1. Each Customer will be billed under the applicable tariff indicated in the Customer's application for service.
2. Customers may pay for electrical service by making advance payments.
3. Failure to receive bills or notices that have been properly placed in the U.S. Postal Service or posted electronically will not prevent those bills from becoming delinquent nor relieve the Customer of his obligations therein.
4. Charges for service commence when the service is installed and connection made, whether used or not.

E. Meter Error Corrections

1. If any meter after testing is found to be more than three percent (3%) in error, either fast or slow, proper correction of the error will be made of previous readings and adjusted bills will be rendered according to the following terms:
 - a. For the period of three (3) months immediately preceding the removal of such meter from service for test or from the time the meter was in service since last tested, but not exceeding three (3) months since the meter has been shown to be in error by the test; or
 - b. From the date the error occurred, if the date of the cause can be definitely fixed. If the Customer has been underbilled, the Company will allow the Customer to repay this difference over an equal length of time that the under-billings occurred. The Customer may be allowed to pay the backbill without late payment penalties, unless there is evidence of meter tampering or energy diversion.

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**SECTION 11
BILLING AND COLLECTIONS
(continued)**

- c. If it is determined that the Customer has been overbilled and there is no evidence of meter tampering or energy diversion, the Company will make prompt adjustment or refund in the difference between the original billing and the corrected billing within the next billing cycle.
2. No adjustment will be made by the Company except to the Customer last served by the meter tested.

F. Responsibility for Payment of Bills

1. The Customer is responsible for the payment of bills until service is ordered discontinued and the Company has had reasonable time to secure a final meter reading for those services involving energy usage, or if non-metered services are involved until the Company has had reasonable time to process the disconnect request.
2. When an error is found to exist in the billing rendered to the Customer, the Company may correct such an error to recover or refund the difference between the original billing and the correct billing. The UNS Electric Bill Estimation Methodologies tariff shall be applied when the Company cannot obtain a complete and valid meter read. Situations that result in an estimated meter read include inclement weather, lack of access to a Customer's meter, energy diversion, labor unavailability and equipment malfunction.
3. Except as specified below, corrected charges for underbillings shall be limited to three (3) months for residential accounts and six (6) months for non-residential accounts.
 - a. Where the account is billed on a special contract or non-metered rate, corrected charges for underbillings shall be billed in accordance with the contract or rate requirements and is not limited to three or six months as applicable.
 - b. Where service has been established but no bills have been rendered, corrected charges for underbillings shall go back to the date service was established.
 - c. Where there is evidence of meter tampering or energy diversion, corrected charges for underbillings shall go back to the date meter tampering or energy diversion began, as determined by the Company.
 - d. Where lack of access to the meter (caused by the Customer) has resulted in estimated bills, corrected charges for underbillings shall go back to the billing month of the last Company obtained meter read date.

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**SECTION 11
BILLING AND COLLECTIONS
(continued)**

G. Returned Payments

1. The Company will be allowed to recover a fee, as set forth in the UNS Electric Statement of Charges, for each instance where a Customer tenders payment for electric service with a payment returned unpaid. This fee will also apply when an electronic funds transfer ("EFT") is denied for any reason.
2. When the Company is notified by the Customer's bank or other financial institution that a payment has been returned unpaid, or denied for any reason, the Company may require the Customer to make payment in cash, by money order, certified check, or other means which guarantee the Customer's payment to the Company.
3. A Customer who tenders a payment which is returned unpaid, regardless of the reason or method used to pay, will not be relieved of the obligation to render payment to the Company under the original terms of the bill nor defer the Company's provision for termination of service for nonpayment of bills.
4. A Customer with two (2) returned payments within a twelve (12) month period may be required to pay with guaranteed funds, (i.e., cash, money order, or cashier's check) for any subsequent billing for twelve (12) months.

H. Budget Billing Plan

1. The Company may, at its option, offer its Customers a budget billing plan.
2. The Company will develop, upon Customer request, an estimate of the Customer's budget billing for a twelve (12)-month period based upon:
 - a. Customer's actual consumption history, which may be adjusted for abnormal conditions such as weather variations;
 - b. For new Customers, the Company will estimate consumption based on the Customer's anticipated load requirements; or
 - c. The Company's Rates approved by the ACC applicable to that Customer's class of service.
3. The Company will provide the Customer a concise explanation of how the budget billing estimate was developed, the impact of budget billing on a Customer's monthly bill, and the Company's right to adjust the Customer's billing for any variation between the Company's estimated billing and actual billing.

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SECTION 11
BILLING AND COLLECTIONS
(continued)

4. For those Customers being billed under a budget billing plan, the Company will show, at a minimum, the following information on the Customer's monthly bill:
 - a. Actual consumption;
 - b. Amount due for actual consumption;
 - c. Budget billing amount due; and
 - d. Accumulated variation in actual versus budget billing amount.
5. The Company may adjust the Customer's budget billing in the event the Company's estimate of the Customer's usage and/or cost should vary significantly from the Customer's actual usage and/or cost; such review to adjust the amount of the budget billing may be initiated by the Company or upon Customer request.

I. Deferred Payment Plan

1. The Company may, prior to termination, offer to qualifying Customers a deferred payment plan for the Customer to retire unpaid bills for electric service.
2. Each deferred payment agreement entered into between the Company and the Customer – due to the Customer's inability to pay an outstanding bill in full – will specify that service will not be discontinued if:
 - a. Customer agrees to pay a reasonable amount of the outstanding bill at the time the parties enter into the deferred payment agreement;
 - b. Customer agrees to pay all future bills for electric service in accordance with the Company's Rates; and
 - c. Customer agrees to pay a reasonable portion of the remaining outstanding balance in installments over a period not to exceed six (6) months.
3. For the purpose of determining a reasonable installment payment schedule, under these rules, the Company and the Customer will give consideration to the following conditions:
 - a. The size of the delinquent account;
 - b. The Customer's ability to pay;
 - c. The Customer's payment history;
 - d. The length of time that the debt has been outstanding;
 - e. The circumstances that resulted in the debt being outstanding; and
 - f. Any other relevant factors related to the circumstances of the Customer.

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SECTION 11
BILLING AND COLLECTIONS
(continued)

4. Any Customer who desires to enter into a deferred payment agreement must do so before the Company's scheduled termination date for nonpayment of bills. The Customer's failure to execute a deferred payment agreement prior to the scheduled service termination date will not prevent the Company from terminating service for nonpayment.
5. Deferred payment agreements may be in writing and may be signed by the Customer and an authorized Company representative.
6. A deferred payment agreement may include a finance charge of one and one-half percent (1.5%).
7. If a Customer has not fulfilled the terms of a deferred payment agreement, the Company will have the right to disconnect service pursuant to the Company's Termination of Service Rules (Section 12) and, under these circumstances, it will not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

J. Change of Occupancy

1. To order service to be discontinued or to change occupancy, the Customer must give the Company at least three (3) business days advance notice in person, in writing or by telephone.
2. The outgoing Customer will be responsible for all electric services provided and/or consumed up to the scheduled turn-off-date.
3. The outgoing Customer is responsible for providing access to the meter so that the Company may obtain a final meter reading. If access is unavailable, the outgoing Customer will be responsible for the services consumed until such time as access is provided and services can be turned-off.

K. Electronic Billing

1. Electronic Billing is an optional billing service whereby Customers may elect to receive, view, and pay their bills electronically. Electronic Billing includes the "UES e-bill" service and the "Sure No Hassle Automatic Payment ("SNAP") service. The Company may modify its Electronic Billing services from time to time. A Customer electing an electronic billing service may receive an electronic bill in lieu of a paper bill.
2. Customers electing an electronic billing service may be required to complete additional forms and agreements.
3. Electronic Billing may be discontinued at any time by the Company or the Customer.

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SECTION 11
BILLING AND COLLECTIONS
(continued)

4. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer. Failure to receive bills or notices which have been properly sent by an Electronic Billing system does not prevent these bills from becoming delinquent and does not relieve the Customer of the Customer's obligations therein.
5. Any notices that the Company is required to send to a Customer who has elected an Electronic Billing service may be sent by electronic means at the option of the Company.
6. Except as otherwise provided in this subsection, all other provisions of the Company's Rules and Regulations and other applicable Rates are applicable to Electronic Billing.
7. The Customer must provide the Company with a current email address for electronic bill delivery. If the Electronic Bill is electronically sent to the Customer at the email address that Customer provided to the Company, then the Electronic Bill will be considered properly sent. Further, the Customer will be responsible for updating the Company with any changes to this email address. Failure to do so will not excuse the Customer from timely paying the Company for electric service.

L. Collections

1. All unpaid closed accounts may be referred to a collection agency for collections.
2. If a collection agency referral is warranted for collection of unpaid final bills, Customer will be responsible for associated collection agency fees incurred. If the unpaid bill is referred to a credit bureau, the Company will not be held responsible to notify the Credit Bureau of any payment status.

M. Refunds

Customers will not be eligible for refunds, rebates or other Company program payments if the Customer has a delinquent Company balance.

N. Refund of Credit Balance Following Discontinuance of Service

Upon discontinuance of service, the Company shall refund the Customer any credit balance remaining on the account. With the consent of the Customer (when available), any credit balance remaining on the account that is less than \$5.00, shall be donated to a low-income assistance program to be determined by the Company or as may be required by law.

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SECTION 12
TERMINATION OF SERVICE

- A. Please refer to the Arizona Administrative Code R14-2-211.A.
- B. Termination of Service Without Notice
1. The Company may disconnect electric service without advance written notice under the following conditions:
 - a. The existence of an obvious hazard to the safety or health of the Customer or the general population or the Company's personnel or facilities;
 - b. The Company has evidence of meter tampering or fraud; or
 - c. The Company has evidence of unauthorized resale or use of electric service; or
 - d. Customer makes payment to avoid/stop disconnection for non-payment with a dishonored or fraudulent payment. The Company will not be required to restore service until the repayment of those funds and all other delinquent amounts are paid by cash, money order, cashier's check, certified funds or verified electronic payment; or
 - e. Customer makes payment to reconnect service with a dishonored or fraudulent payment. The Company will not be required to restore service until the repayment of those funds and all other delinquent amounts are paid by cash, money order, cashier's check, certified funds or verified electronic payment; or
 - f. Failure of a Customer to comply with the curtailment procedures imposed by the Company during supply shortages.
 2. The Company will not be required to restore service until the conditions that led to the termination have been corrected to the satisfaction of the Company.
 3. The Company will maintain a record of all terminations of service without notice. This record will be maintained for a minimum of one (1) year and will be available for inspection by the ACC.
- C. Termination of Service With Notice
1. The Company may disconnect service to any Customer for any reason stated below, provided that the Company has met the notice requirements described in subsection 12.D. below:
 - a. Customer violation of any of the Company's Rates;
 - b. Failure of the Customer to pay a delinquent bill for electric service;
 - c. Failure of a prior Customer to pay a delinquent bill for electric service where the prior Customer continues to reside on the premise;
 - d. Failure of the Customer to meet agreed-upon deferred payment arrangements;
 - e. Failure to meet or maintain the Company's deposit requirements;

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**SECTION 12
TERMINATION OF SERVICE
(continued)**

- f. Failure of the Customer to provide the Company reasonable safe access to its equipment and property;
 - g. Customer breach of a written contract for service between the Company and Customer;
 - h. Returned or invalid payment;
 - i. When necessary for the Company to comply with an order of any governmental agency having jurisdiction;
 - j. When a hazard exists which is not imminent, but in the opinion of the Company, it may cause property damage;
 - k. Customer facilities that do not comply with Company requirements or specifications;
 - l. Failure to provide or retain rights-of-way or easements necessary to serve the Customer;
 - m. The Company learns of the existence of any condition in Section 3.D., Grounds for Refusal of Service.
 - 2. The Company will maintain a record of all terminations of service with notice. This record will be maintained for one (1) year and be available for ACC inspection.
- D. The Company will not be obligated to renotify the Customer of the termination of service, even if the Customer – after receiving the required termination of service notification – has made payment, yet the payment is returned within three (3) to five (5) business days of receipt for any reason. The original notification will apply.
- E. Termination Notice Requirements
- 1. The Company will not terminate service to any of its Customers without providing advance written notice to the Customer of the Company's intent to disconnect service, except under these conditions specified in subsection 12.A. where advance written notice is not required.
 - 2. This advance written notice will contain, at a minimum, the following information:
 - a. The name of the person whose service is to be terminated and the address where service is being rendered;
 - b. The Company's Rate(s) that was violated and explanation of the violation or the amount of the bill that the Customer has failed to pay in accordance with the payment policy of the Company, if applicable;
 - c. The date on or after which service may be terminated;
 - d. A statement advising the Customer to contact the Company at a specific phone number for information regarding any deferred payment or other procedures that the Company may offer or to work out some mutually agreeable solution to avoid termination of the Customer's service; and

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SECTION 12
TERMINATION OF SERVICE
(continued)

- e. A statement advising the Customer that the Company's stated reason(s) for the termination of services may be disputed by contacting the Company at a specific address or phone number, advising the Company of the dispute and making arrangements to discuss the cause for termination with a responsible employee of the Company in advance of the scheduled date of termination. The responsible employee will be empowered to resolve the dispute and the Company will retain the option to terminate service after affording this opportunity for a meeting and concluding that the reason for termination is just and advising the Customer of his or her right to file a complaint with the ACC.
- 3. Where applicable, a copy of the termination notice will be simultaneously forwarded to designated third parties.

F. Timing of Terminations with Notice

- 1. The Company will give at least five (5) days advance written notice prior to the termination date. For Customers under the jurisdiction of a bankruptcy court, a shorter notice may be provided, if permitted by the court.
- 2. This notice will be considered to be given to the Customer when a copy of the notice is left with the Customer or posted first class via the U.S. Postal Service, addressed to the Customer's last known address.
- 3. If, after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Company for the payment of the bill – or in the case of a violation of the Company's rules the Customer has not satisfied the Company that this violation has ceased – then the Company may terminate service on or after the day specified in the notice without giving further notice.
- 4. The Company will have the right (but not the obligation) to remove any or all of its property installed on the Customer's premises upon the termination of service.

G. Landlord/Tenant Rule

In situations where service is rendered at an address different from the mailing address of the bill or where the Company knows that a landlord/tenant relationship exists and that the landlord is the Customer of the Company, and where the landlord as a Customer would otherwise be subject to disconnection of service, the Company will not disconnect service until the following actions have been taken:

- 1. Where it is feasible to so provide service, the Company will offer the occupant the opportunity to subscribe for service in the occupant's own name. If the occupant then declines to so subscribe, the Company may disconnect service pursuant to the rules.
- 2. The Company will not attempt to recover from a tenant or condition service to a tenant with the payment of any outstanding bills or other charges due upon the outstanding account of the landlord.

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**SECTION 13
RECONNECTION OF SERVICE**

When service has been discontinued for any of the reasons set forth in these Rules and Regulations, the Company will not be required to restore service until the following conditions have been met by the Customer:

A. Where service was discontinued without notice:

1. The hazardous condition must be removed and the installation will conform to accepted standards.
2. All bills for service and/or applicable investigative costs due the Company by reason of fraudulent or unauthorized use, diversion or tampering must be paid and a deposit to guarantee the payment of future bills may be required.
3. Required arrangements for service must be made.

B. Where service was discontinued with notice:

1. The Customer must make arrangements for the payment of all bills and these arrangements must be satisfactory to the Company.
2. The Customer must furnish a satisfactory guarantee to pay all future bills.
3. The Customer must correct any and all violations of these Rules and Regulations.

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**SECTION 14
ADMINISTRATIVE AND HEARING REQUIREMENTS**

A. Customer Service Complaints

1. The Company will make a full and prompt investigation of all service complaints made by its Customers, either directly or through the ACC.
2. The Company will respond to the complainant and/or the ACC representative within five (5) business days as to the status of the Company's investigation of the complaint.
3. The Company will notify the complainant and/or the ACC representative of the final disposition of each complaint. Upon request of the complainant or the ACC representative, the Company will report the findings of its investigation in writing.
4. The Company will inform the Customer of his right of appeal to the ACC.
5. The Company will keep a record of all written service complaints received that must contain, at a minimum, the following data:
 - a. Name and address of complainant;
 - b. Date and nature of the complaint;
 - c. Disposition of the complaint; and
 - d. A copy of any correspondence between the Company, the Customer, and/or the ACC.
6. This record will be maintained for a minimum period of one (1) year and will be available for inspection by the ACC.

B. Customer Bill Disputes

1. Any Customer who disputes a portion of a bill rendered for electric service must pay the undisputed portion of the bill and notify the Company's designated representative that any unpaid amount is in dispute prior to the delinquent date of the bill.

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ADMINISTRATIVE AND HEARING REQUIREMENTS
(continued)**

2. Upon receipt of the Customer notice of dispute, the Company will:
 - a. Notify the Customer within five (5) business days of the receipt of a written dispute notice;
 - b. Initiate a prompt investigation as to the source of the dispute;
 - c. Withhold disconnection of service until the investigation is completed and the Customer is informed of the results;
 - d. Upon request of the Customer the Company will report the results of the investigation in writing; and
 - e. Inform the Customer of his right of appeal to the ACC.
3. Once the Customer has received the results of the Company's investigation, the Customer will submit payment within five (5) business days to the Company for any disputed amounts. Failure to make full payment will be grounds for termination of service.

C. ACC Resolution of Service and/or Bill Disputes

1. In the event a Customer and the Company cannot resolve a service and/or bill dispute, the Customer will file a written statement of dissatisfaction with the ACC. By doing this, the Customer will be deemed to have filed an informal complaint against the Company.
2. Within thirty (30) days of the receipt of a written statement of Customer dissatisfaction related to a service or bill dispute, a designated representative of the ACC will attempt to resolve the dispute by correspondence and/or telephone with the Company and the Customer. If resolution of the dispute is not achieved within twenty (20) days of the ACC representative's initial effort, the ACC will then hold an informal hearing to arbitrate the resolution of the dispute. The informal hearing will be governed by the following rules:
 - a. Each party may be represented by legal counsel, if desired;
 - b. Every informal hearing may be recorded or held in the presence of a stenographer;
 - c. All parties will have the opportunity to present written or oral evidentiary material to support the positions of the individual parties;
 - d. All parties and the ACC's representative will be given the opportunity for cross-examination of the various parties; and

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**SECTION 14
ADMINISTRATIVE AND HEARING REQUIREMENTS
(continued)**

- e. The ACC's representative will render a written decision to all parties within five (5) business days after the date of the informal hearing. This written decision of the ACC's representative is not binding on any of the parties and the parties will still have the right to make a formal complaint to the ACC.
- 3. The Company may implement normal termination procedures if the Customer fails to pay all bills rendered during the resolution of the dispute by the ACC.
- 4. The Company will maintain a record of written statements of dissatisfaction and their resolution for a minimum of one (1) year and make these records available for ACC inspection.

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EXHIBIT

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(AMENDED)



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SECTION 1

APPLICABILITY OF RULES AND REGULATIONS AND DESCRIPTION OF SERVICE

- A. UNS Electric, Inc. ("Company") is an electric utility operating within portions of the state of Arizona. The Company will provide service to any person, institution or business located within its service area in accordance with the provisions of its Pricing Plans/Rates and the terms and conditions of these Rules and Regulations.
- B. All electricity delivered to any Customer is for the sole use of that Customer on that Customer's premises only. Electricity delivered by the Company will not be redelivered or resold, or the use thereof by others permitted unless otherwise expressly agreed to in writing by the Company. However, those Customers purchasing electricity for redistribution to the Customer's own tenants (only on the Customer's premises) may separately meter each tenant distribution point for the purpose of prorating the Customer's actual purchase price of electricity delivered among the various tenants on a per unit basis.
- C. These Rules and Regulations will apply to all electricity service furnished by the Company to its Customers.
- D. These Rules and Regulations are part of the Company's Pricing Plans/Rates on file with, and duly approved by, the Arizona Corporation Commission. These Rules and Regulations will remain in effect until modified, amended, or deleted by order of the ACC. No employee, agent or representative of the Company is authorized to modify the Company rules.
- E. These Rules and Regulations will be applied uniformly to all similarly situated Customers.
- F. In case of any conflict between these Rules and Regulations and the Arizona Corporation Commission's rules, these Rules and Regulations will apply.
- G. Whenever the Company and an Applicant or a Customer are unable to agree on the terms and conditions under which the Applicant or Customer is to be served, or are unable to agree on the proper interpretation of these Rules and Regulations, either party may request assistance from the Consumer Services Section of the Utilities Division of the ACC. The Applicant or Customer also has the option to file an application with the ACC for a proper order, after notice and hearing.
- H. The Company's supplying electric service to the Customer and the acceptance thereof by the Customer will be deemed to constitute an agreement by and between the Company and the Customer for delivery, acceptance of and payment for electric service under the Company's Rules and Regulations and applicable Pricing Plans/Rates.

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SECTION 2
DEFINITIONS

A. In these Rules and Regulations, the following definitions will apply unless the context requires otherwise:

1. "Actual Cost": – The cost incurred by the Company for labor, materials and equipment including the cost of overheads.
2. "Advance in Aid of Construction" ("Advance"): – Funds provided to the utility by the Applicant under the terms of a line extension agreement the value of which may be refunded.
3. "Applicant": – A person requesting the Company to supply electric service.
4. "Application": – A request to the Company for electric service, as distinguished from an inquiry as to the availability or charges for such service.
5. "Arizona Corporation Commission ("ACC" or "Commission")": – The regulatory authority of the State of Arizona having jurisdiction over public service corporations operating in Arizona.
6. "Billing Month": – The period between any two (2) regular readings of the Company's meters at approximately thirty (30) day intervals.
7. "Billing Period": – The time interval between two (2) consecutive meter readings that are taken for billing purposes.
8. "Company": – UNS Electric, Inc. acting through its duly authorized officers or employees within the scope of their respective duties.
- ~~8-9.~~ Contiguous Site: A single site not separated by private or public property, or public street, or right of way and operated as one integral unit under the same name and as a part of the same business.
- ~~9-10.~~ "Contributions in Aid of Construction" or ("Contribution"): – Funds provided to the Company by the Applicant under the terms of a line extension agreement and/or service connections tariff, the value of which is not refundable.
- ~~10-11.~~ "Curtailment Priority": – The order in which electric service is to be curtailed to various classifications of Customers, as set forth in the Company's filed Pricing Plans~~Rates~~.
- ~~11-12.~~ "Customer": – The person(s) or entity(ies) in whose name service is rendered, as evidenced by the request for electric service by the Applicant(s), signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in the Customer's name regardless of the identity of the actual user of the service.
- ~~12-13.~~ "Customer Charge": – The amount the Customers must pay the Company for the availability of electric service, excluding any electricity used, as specified in the Company's Pricing Plans~~Rates~~.

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13.14. "Day" – Calendar day.

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14.15. "Demand" – The rate at which power is delivered during any specified period of time. Demand may be expressed in kilowatts, kilovolt-amperes, or other suitable units.

15.16. "Developer" – One or more natural or artificial entities that own, improve or remodel real estate.

16. "Distribution Lines" – The Company lines operated at distribution voltage which are constructed along public roadways or other bona fide rights-of-way, including easements on a Customer's property.

17. "Elderly" – A person who is sixty two (62) years of age or older.

17.18. Electronic Billing: Optional billing service whereby Customers may elect to receive, view and pay their bills electronically.

18.19. "Energy" – Electric energy, expressed in kilowatt-hours.

19. "Handicapped" – A person with a physical or mental condition which substantially contributes to the person's inability to manage his or her own resources, carry out activities of daily living, or protect oneself from neglect or hazardous situations without assistance from others.

20. "Illness" – A medical ailment or sickness for which a residential customer obtains a verified document from a licensed medical physician stating the nature of the illness and that discontinuance of service would be especially dangerous to the customer's health.

21. "Inability to Pay" – Circumstances where a residential customer:

22. Is not gainfully employed and unable to pay; or

23. Qualifies for government welfare assistance, but has not begun to receive assistance on the date that he receives his bill and can obtain verification of that fact from the government welfare assistance agency;

24. Has an annual income below the published federal poverty level and can produce evidence of this; and

25. Signs a declaration verifying that the customer meets one of the above criteria and is either elderly, handicapped, or suffers from illness.

26.21. "Interruptible Electric Service" – Electric service that is subject to interruption as specified in the Company's Pricing PlanRate.

27.22. "Kilowatt ("kW")" – A unit of power equal to 1,000 watts.

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~~28-23.~~ "Kilowatt-hour ("kWh")": – Electric energy equivalent to the amount of electric energy delivered in one hour when delivery is at a constant rate of one (1) kilowatt.

~~29-24.~~ "Law": – Any statute, rule, order or requirement established and enforced by government authorities.

~~30-25.~~ "Line Extension": – The lines and equipment necessary to extend the electric distribution system of the Company to provide service to additional ~~e~~Customers.

~~31-26.~~ "Master Meter": – A meter for measuring or recording the flow of electricity that has passed through it at a single location where said electricity is distributed to tenants or occupants for their usage.

~~32-27.~~ "Megawatt" ("MW"): – A unit of power equal to 1,000,000 watts.

~~33-28.~~ "Meter": – The instrument for measuring and indicating or recording the flow of electricity that has passed through it.

~~34-29.~~ "Meter Tampering": – A situation where a meter has been illegally altered. Common examples are meter bypassing, use of magnets to slow the meter recording, and broken meter seals.

~~30.~~ "Minimum Charge": – The amount the Customer must pay for the availability of electric service, including an amount of usage, as specified in the Company's ~~Pricing Plans~~Rates.

~~31.~~ ~~Month:~~ The period between any two (2) regular readings of the Company's meters at approximately thirty (30) day intervals.

~~35.—~~

SECTION 2
DEFINITIONS
(continued)

~~36-32.~~ "On-Site Generation": – Any and all power production generated on or adjacent to a Customer's property that is controlled, utilized, sold, or consumed by that Customer or its agent.

~~37-33.~~ "Permanent Customer": – A Customer who is a tenant or owner of a service location who applies for and receives permanent electric service.

~~38-34.~~ "Permanent Service": – Service which, in the opinion of the Company, is of a permanent and established character. The use of electricity may be continuous, intermittent, or seasonal in nature.

~~39-35.~~ "Person": – Any individual, partnership, corporation, governmental agency, or other organization operating as a single entity.

~~40-36.~~

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41. "Point of Delivery." – The point where facilities owned, leased, or under license by a Customer connect to the Company's facilities. In all cases, unless otherwise specified, "point of delivery" is the location on the Customer's building, structure, or premises where all wires, conductors, or other current-carrying devices of the Customer join or connect with wires, conductors, or other current-carrying devices of the Company. The Company will determine the point of delivery in accordance and based on the specific design specifications, relevant and appropriate technical standards and specifications. Rates and construction standards as applicable to the specific situation. Location and type of metering facilities will be determined by the Company and may or may not be at the same location as the point of delivery.
- 42-37. "Power." – The rate of generating, transferring and/or using electric energy, usually expressed in kilowatts.
- 43-38. "Power Factor." – The ratio of real or active to reactive power ("kW") to apparent or reactive power ("kVA").
39. "Premises." – All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided by public streets, alleys or railways.
40. Primary Service and Metering: Service supplied directly from the Company's high voltage distribution or transmission lines without prior transformation to a secondary level.
44. _____
45. "Pricing Plan" – A part of the Company's Tariffs which sets forth the rates and charges related to specific categories of Customers, and related terms and conditions.
41. "Prorate." – To divide, distribute, or assess proportionately.
- 46-42. Rates: The charge(s), related term(s) and conditions of the Company's Tariffs.
- 47-43. "Residential subdivision development." – Any tract of land which has been divided into four or more contiguous lots with an average size of one acre or less for use for the construction of residential buildings or permanent mobile homes for either single or multiple occupancy.
44. "Residential Use." – Service to Customers using electricity for domestic purposes such as space heating, air conditioning, water heating, cooking, clothes drying, and other residential uses and includes use in apartment buildings, mobile home parks, and other multiunit residential buildings.
- 48-45. Revenue: Delivery charge, power supply charge, demand charge, and PPFAC charge collected from Customer.

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DEFINITIONS
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- 49-46. "Rules and Regulations" or "Company Rules." – These Rules and Regulations, which are a part of the Company's Tariffs and Pricing Plans/Rates.

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~~50-47.~~ "Secondary Service:" – Service supplied at secondary voltage levels from the load side of step-down transformers connected to the Company's high voltage distribution lines.

~~51-48.~~ "Service Area:" – The territory in which the Company has been granted a certificate of convenience and necessity and is authorized by the ACC to provide electric service.

~~52-49.~~ "Service Drop:" – The overhead service conductors from the last Company-owned pole or other aerial support to and including the splices, if any, connecting to the Customer's service entrance conductors at a building or other structure.

~~53-50.~~ "Service Establishment eCharge:" – The charge as specified in the Company's Pricing Plans~~Rates~~ which covers the cost of establishing a new account.

~~54-51.~~ "Service Line:" – The line extending from a distribution line or transformer to the Customer's premises or point of delivery.

~~55-52.~~ "Service Reconnection eCharge:" – The charge as specified in the Company's Pricing Plans~~Rates~~ which must be paid by the Customer prior to reestablishment of electric service each time the electricity is disconnected for nonpayment or whenever service is discontinued for failure otherwise to comply with the Company's Pricing Plans~~Rates~~ or Rules.

~~56-53.~~ "Service Reestablishment eCharge:" – A charge as specified in the Company's Pricing Plans~~Rates~~ for service in the same location where the same Customer had ordered a service disconnection within the preceding twelve (12) month period.

~~54.~~ "Single Family Dwelling:" – A house, an apartment, or a mobile home permanently affixed to a lot, or other permanent residential unit which is used as a permanent home.

~~57-55.~~ Single-Phase Service: Three (3) wire service (usually 120/240 volts).

~~56.~~

~~58.~~ "Tariffs:" – The documents filed with the ACC which list the services and products offered by the Company and which set forth the terms and conditions and a schedule of the rates and charges for those services and products. The terms and conditions of the services offered by the Company, including a schedule of the Rates and charges for those services.

~~57.~~

~~59.~~ "Temporary Service:" – Service to premises or enterprises which are temporary in character, or where it is known in advance that the service will be of limited duration. Service which, in the opinion of the Company, is for operations of a speculative character is also considered temporary service.

~~58.~~ Three-Phase Service: Four (4) wire service (usually 120/208 volts).

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60. ~~"Third Party Notification"~~ — A notice sent to an individual or a public entity willing to receive notification of the pending discontinuance of service of a Customer of record in order to make arrangements on behalf of said Customer satisfactory to the Company.

61. ~~"Utility"~~ — A public service corporation providing electric service to the public in compliance with state law.

62-59. ~~"Weather Especially Dangerous to Health"~~ — That period of time commencing with the scheduled termination date when the local weather forecast, as predicted by the National Oceanographic and Administration Service, indicates that the temperature will not exceed thirty-two (32) degrees Fahrenheit for the next day's forecast. The ACC may determine that other weather conditions are especially dangerous to health as the need arises.

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SECTION 3
ESTABLISHMENT OF SERVICE

A. Information from New Applicants

1. The Company may obtain the following minimum information from each Application for service:
 - a. Name or names of Applicant(s);
 - b. Service address or location and telephone number;
 - c. Billing address/telephone number, if different than service address;
 - ~~c.d.~~ Social Security Number or Driver's License number and date of birth to be consistent with verifiable information on legal identification;
 - ~~d.e.~~ Address where service was provided previously;
 - ~~e.f.~~ Date Applicant will be ready for service;
 - ~~f.g.~~ Statement of whether premises have been supplied with electric service previously;
 - ~~g.h.~~ Purpose for which service is to be used;
 - ~~h.i.~~ Statement of whether Applicant is owner or tenant of or agent for the premises;
 - ~~i.j.~~ Information concerning the energy and demand requirements of the Customer; and
 - ~~j.k.~~ Type and kind of life-support equipment, if any, used by the Customer or at the service address.
2. ~~The Company may require a new Applicant for service to appear at the Company's designated place of business to produce proof of identity and sign the Company's application form.~~
- ~~3.2.~~ Where service is requested by two (2) or more individuals, the Company will have the right to collect the full amount owed to the Company from any one of the Applicants.
- ~~4.3.~~ The supplying of electric service by the Company and the Customer's acceptance of that electric service will be deemed to constitute an agreement by and between the Company and the Customer for delivery, acceptance of and payment for electric service under the Company's applicable Pricing Plans Rates, and Rules and Regulations.
- ~~5.4.~~ The term of any agreement not otherwise specified will become operative on the day the Customer's installation is connected to the Company's facilities for the purpose of taking electric energy.
- ~~6.5.~~ The Company may require a written contract with special guarantees from Applicants whose unusual characteristics of load or location would require excessive investment in facilities or whose requirements for service are of a special nature.
6. Signed contracts may be required for service to commercial and industrial establishments. No contract or any modification of the contract will be binding upon the Company until executed by a duly authorized representative of the Company.

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7. Where an occupant of the premises who owes a debt to the Company, but is not the Applicant or the Customer, the occupant shall also be jointly and severally liable for the bills rendered to the premises.

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B. Deposits

1. The Company may require from any present or prospective Customer a deposit to guarantee payment of all bills. This deposit may be retained by the Company until service is discontinued and all bills have been paid; except as provided in Subsection B.3. below. Upon proper application by the Customer, the Company will then return said deposit, together with any unpaid interest accrued thereon from the date of commencement of service or the date of making the deposit, whichever is later. The Company will be entitled to apply said deposit together with any unpaid interest accrued thereon, to any indebtedness for the same class of service owed to the Company for electric service furnished to the Customer making the deposit. When said deposit has been applied to any such indebtedness, the Customer's electric service may be discontinued until all such indebtedness of the Customer is paid and a like deposit is again made with the Company by the Customer. No interest will accrue on any deposit after discontinuance of the service to which the deposit relates.

The Company will not require a deposit from a new Applicant for residential service if the Applicant is able to meet any of the following requirements:

- a. The Applicant has had service of a comparable nature with the Company within the past two (2) years and was not delinquent in payment more than twice during the last twelve (12) consecutive months of service or was not disconnected for nonpayment; or
 - b. The Applicant can produce a letter regarding credit or verification from an electric utility where service of a comparable nature was last received by Applicant, which states Applicant had a timely payment history at time of service discontinuation; or
 - c. Instead of a deposit, the Company receives deposit guarantee notification from a social or governmental agency acceptable to the Company. A surety bond may be provided as security for the Company in an amount equal to the required deposit.
2. The Company may issue a non-assignable, non-negotiable receipt to the Applicant for the deposit. The inability of the Customer to produce his or her receipt will in no way impair the Customer's right to receive a refund of the deposit which is reflected on the Company records.
 3. Cash deposits held by the Company twelve (12) months or longer will earn interest at the established one-year Treasury Constant Maturities rate, effective on the first business day of each year, as published in the Federal Reserve website.
 - a. Residential Customers – Deposits or other instruments of credit will automatically expire or be refunded or credited to the Customer's account, after twelve (12) consecutive months of service during which time the Customer has not been delinquent more than two (2) times in a twelve (12) month period.



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- b. ~~All Customers—Upon final discontinuance of the use of the service and full settlement of all bills by the Customer, any deposit, not previously refunded, with accrued interest, if any, in accordance with the provisions of these Rules and Regulations will be returned to the Customer or, at the Company election, it may be applied to the payment of any unpaid accounts of the Customer and the balance, if any, returned to the Customer. Non-Residential Customers – Deposits or other instruments of credit will automatically expire or be refunded or credited to the Customer's account after twenty-four (24) months of service during which the Customer has not been delinquent more than two (2) times or disconnected for non-payment in the most recent twelve (12) month period.~~
4. The Company may require a Customer to establish or reestablish a deposit if the Customer became delinquent in the payment of three (3) or more bills within a twelve (12) consecutive month period, or has been disconnected from service during the last twelve (12) months, or the Company has a reasonable belief that the Customer is not credit worthy based on a rating from a credit agency utilized by the Company.
5. The Company may review the Customer's usage after service has been connected and adjust the deposit amount based upon the Customer's actual usage.
6. A separate deposit may be required for each meter installed.
7. Residential Customer deposits will not exceed two (2) times that Customer's estimated average monthly bill. Non-residential Customer deposits will not exceed two and one-half (2.5) times that Customer's maximum estimated monthly bill. If actual usage history is available, then that usage, adjusted for normal weather, will be the basis for the estimate.
8. The posting of a deposit will not preclude the Company from terminating service when the termination is due to the Customer's failure to perform any obligation under the agreement for service or any of these Rules and Regulations.

C. Conditions for Supplying Service

The Company reserves the right to determine the conditions under which service will be provided. Conditions for service and extending service to the Customer will be based upon the following:

1. Customer has wired his premises in accordance with the National Electric Code, City, County and/or State codes, whichever are applicable.
- ~~4-2. If the Company determines that there is a reasonable basis to believe that the Customer's premises poses a safety risk to Company employees, then the Company may, at its option, install a meter or facilities with remote connect and/or disconnect capabilities.~~
- 2-3. Customer has installed the meter loop in a suitable location approved by the Company.

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3.4. In the case of a mobile home, the meter loop must be attached to a meter pole or to an approved support.

4.5. In case of temporary construction service, the meter loop must be attached to an approved support.

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- ~~5.6.~~ All meter loop installations must be in accordance with the Company's specifications and located at an outdoor location accessible to the Company.
- ~~6.7.~~ Individual Customers may be required to have their property corner pins and/or markers installed to establish proper right-of-way locations.
- ~~7.8.~~ Developers must have all property corner pins and/or markers installed necessary to establish proper locations to supply electric service to individual lots within subdivisions.
- ~~8.9.~~ Where the installation requires more than one meter for service to the premises, each meter panel must be permanently marked (not painted) by the contractor or Customer to properly identify the portion of the premises being served.
- ~~9.10.~~ _____ The identification will be the same as the apartment, office, etc., served by that meter socket. The identifying marking placed on each meter panel will be impressed into or raised from a tab of aluminum, brass or other approved non-ferrous metal with minimum one-fourth (1/4) inch-high letters. This tag must be riveted to the meter panel. The impression must be deep enough to prevent the identification(s) from being obscured by subsequent painting of the building and attached service equipment.
- ~~10.11.~~ _____ The Company may require the assistance of the Customer and/or the Customer's contractor to open the apartments or offices at the time the meters are set, in order to verify that each meter socket actually serves the apartment or office indicated by the marking tag. In the case of multiple buildings the building or unit number and street address will be identified on the pull section in the manner described above.

D. Grounds for Refusal of Service

The Company may refuse to establish service if any of the following conditions exist:

1. When the Applicant has an outstanding amount due for the same class of electric service with the Company and the Applicant is unwilling to make arrangements with the Company for payment, in such cases, the Company shall be entitled to transfer the balance due on the terminated service to any other active account of the Customer for the same class of service. The failure of the Customer to pay the active account shall result in the suspension or termination of service.
2. A condition exists which, in the Company's judgment, is unsafe or hazardous to the Applicant, the general population, or the Company's personnel or facilities;
3. The Applicant refuses to provide the Company with a deposit when the Customer has failed to meet the credit criteria for waiver of deposit requirements;
4. Customer is known to be in violation of the Company's ~~Pricing Plans~~ Rates or Rules and Regulations;

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5. Customer fails to furnish the funds, service, equipment, and/or rights-of-way necessary to serve the Customer and which have been specified by the Company as a condition for providing service;
6. Customer fails to provide safe access to the meter that would be serving the Customer; or
7. Applicant falsifies his or her identity for the purpose of obtaining service;
8. Service is requested by an Applicant and a prior Customer, who is either living with the Applicant, or who is an occupant of the premises who owes a debt to the Company from the same class of service from the same or a prior service address;
9. The Applicant is acting as an agent for a prior Customer who is deriving benefits from the energy supplied and who owes a delinquent bill from the same class of service from the same or a prior service address;
- 7-10. There is evidence of tampering or energy diversion.

E. Service Establishment, Reestablishment or Reconnection Charge

1. The Company may make a charge as approved by the ACC for the establishment, reestablishment, or reconnection of service. The charge for establishment, reestablishment or reconnection of service during normal business hours is set forth in the UNS Electric Statement of Additional Charges.
2. Should service be established during a period other than the Company's regular business hours at the Customer's request, the Customer may be required to pay an after-hour charge for the service connection. Where the Company's scheduling will not permit service establishment on the same day as requested, the Customer can elect to pay the after-hour charge for establishment that day, or his service will be established on the next available business day. The after-hour charge is set forth in the UNS Electric Statement of Additional Charges at Section 14. Even so, a Customer's request to have the Company establish service after-hours is subject to the Company having Staff available; there is no guarantee that the Company will have the staffing available for service establishment or reestablishment outside of regular business hours.
3. For the purpose of this Rule, the definition of service establishment is where the Customer's facilities are ready and acceptable to the Company, the Applicant has obtained all required permits and/or inspections indicating that the Applicant's facilities comply with local construction safety and governmental standards and regulations, and the Company needs only to install a meter, read a meter, or turn the service on.

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4. Service Reconnection Charge

Whenever the Company has discontinued service under its usual operating procedures because of any default by the Customer as provided herein, a reconnection charge, not to exceed the charge for the reestablishment of service as set forth in the UNS Electric Statement of Additional Charges, shall be made and may be collected by the Company before service is restored. When, due to the behavior of the Customer, it has been necessary to discontinue service utilizing other than usual operating procedures, the Company shall be entitled to charge and collect actual costs to restore service, as set forth in the UNS Electric Statement of Charges.

F. Temporary Service

1. Applicants for temporary service ~~may will~~ be required to pay Line Extension charges in accordance with Section 97.C.9.d. to the Company, in advance of service establishment, ~~the estimated cost of installing and removing the facilities necessary for furnishing the desired service.~~
2. Where the duration of service is to be less than one (1) month, the Applicant will also be required to advance a sum of money equal to the estimated bill for service.
3. Where the duration of service is to exceed one (1) month, the Applicant may also be required to meet the deposit requirements of the Company, as outlined in Subsection B.1. above.
4. If at any time during the term of the agreement for service the character of a temporary Customer's operations changes so that, in the opinion of the Company, the Customer is classified as permanent, the terms of the Company's Line eExtension rules will apply.

G. Identification of Load and Premises

Upon request of the Company, the electric load and premises to be served by the Company must be clearly identified by the Customer at the time of application. If the service address is not recognized in terms of commonly used identification system, the Customer may be required to provide specific written directions and/or legal descriptions before the Company will be required to act upon a request for electric service.

H. Identification of Responsible Party

Any person applying on behalf of another Customer for service to be connected in the name of or in care of another Customer must furnish to the Company written approval from that Customer guaranteeing payment of all bills under the account. The Customer is responsible in all cases for service supplied to the premises until the Company has received proper notice of the effective date of any change. The Customer shall also promptly notify the Company of any change in physical or electronic billing address.

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I. Tampering With or Damaging Company Equipment

1. The Customer agrees, when accepting service, that no one except authorized Company employees or agent of the Company will be allowed to remove or replace any Company owned equipment installed on Customer's property.
2. No person, except an employee or agent acting on behalf of the Company shall alter, remove or make any connection to the Company's meter or service equipment.
3. No meter seal may be broken or removed by anyone other than an employee or agent acting on behalf of the Company, however the Company may give its prior consent to break the seal by an approved electrician employed by a Customer when deemed necessary by the Company.
4. The Customer will be held responsible for any broken seals, tampering, or interfering with the Company's meter(s) or any other Company owned equipment installed on the Customer's premises. In cases of tampering with meter installations, interfering with the proper working thereof, or any tampering, interfering, theft, or service diversion, including the falsification of Customer read-meter readings, Customer will be subject to immediate discontinuance of service. The Company will be entitled to collect from the Customer whose name the service is in, under the appropriate Rate, for all power and energy not recorded on the meter as the result of such tampering, or other theft of service, and also additional security deposits as well as all expenses incurred by the Company for property damages, investigation of the illegal act, and all legal expenses and court costs incurred by the Company.
5. The Customer will be held liable for any loss or damage occasioned or caused by the Customer's negligence, want of proper care or wrongful act or omission on the part of any Customer's agents, employees, licensees or contractors.

J. Access

1. The Customer is responsible for providing safe access to Company facilities. The Company's authorized agents shall have satisfactory unassisted twenty-four (24) hour a day, seven (7) days a week access to the Company's equipment located on Customer's premise for the purpose of repair and service restoration work that the Company may need to perform.
2. If additional resources are required to gain safe access to perform service establishment, disconnection, meter reading, or routine maintenance, due to an affirmative, wrongful, and/or criminal act by the Customer, the Company will be entitled to collect from the Customer all expenses incurred by the Company for additional resources including: investigation of access, all legal expenses, and court costs.

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SECTION 4
MINIMUM CUSTOMER INFORMATION REQUIREMENTS

A. Information for Customers

1. The Company will make available upon Customer request not later than sixty (60) days from the date of request a concise summary of the ~~Rate~~ schedule applied for by the Customer. The summary will include the following:
 - a. The monthly minimum Customer charge, identifying the amount of the charge and the specific amount of usage included in the minimum charge, where applicable;
 - b. Rate blocks, where applicable;
 - c. Any adjustment factor(s) and method of calculation; and
 - d. Demand charge, where applicable.
2. Upon request of the Customer, either at the time of application or after, the Company will use its best efforts to assist the Customer in choosing an appropriate Rate. However, upon application or upon request for assistance, the Applicant or the Customer will elect the applicable Pricing PlanRate best suited to their requirements. The Company may assist in making this election, but will not be held responsible for notifying the Customer of the most favorable Pricing PlanRate, and will not be required to refund the difference in charges under different Pricing PlansRates. The Customer is solely responsible for selecting the Rate the Customer believes is appropriate. If no Rate is selected, the Customer will be placed on the most common Rate for the class of service and the Company will not be liable to refund the difference in charges had the Customer been placed on different Rates.
3. Upon written notification of any material changes in the Customer's installation or load conditions, the Company will assist in determining if a change in ~~Rate~~ schedules is desirable, but not more than one (1) such change at the Customer's request will be made within any twelve (12) month period.
4. The supply of electric service under a residential ~~Rate~~ schedule to a dwelling involving some business or professional activity will be permitted only where this activity is only occurring occasionally at the dwelling, where the electricity used in connection with this activity is small in amount, and where the electricity is used only by equipment that would normally be in use if the space were used as living quarters. Where a portion of the dwelling is used regularly for business, professional and other gainful purposes, and any considerable amount of electricity is used for other than domestic purposes, or for electrical equipment not normally used in living quarters is installed in connection with the activities referenced above, then the entire premises will be classified as non-residential and the appropriate general service Pricing PlanRate will be applied. The Customer, may, at his option, provide separate wiring so that the residential uses can be metered and billed separately under the appropriate residential service rate schedule, and the other uses under the appropriate general service ~~Rate~~ schedule.

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5. In addition, the Company will make available upon Customer request, not later than sixty (60) days from date of service commencement, a concise summary of the Company's ~~Pricing Plan~~Rates or the ACC's Rules and Regulations concerning:
 - a. Deposits;
 - b. Termination of service;
 - c. Billing and collection; and
 - d. Complaint handling.
6. The Company, upon request of a Customer, will transmit a written statement of actual consumption by the Customer for each billing period during the prior twelve (12) months, unless this data is not reasonably ascertainable. But the Company will not be required to accept more than one such request from each Customer in a calendar year.

B. Information Required Due to Changes in ~~Pricing Plans~~Rates:

1. The Company will send to affected Customers a concise summary of any change in the ~~Pricing Plans~~Rates affecting those Customers.
2. This information will be sent to the affected Customer within sixty (60) days of the effective date of the change.



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SECTION 5
MASTER METERING

A. Mobile Home Parks – New Construction/Expansion

1. The Company will refuse service to all new construction or expansion of existing permanent residential mobile home parks unless the construction or expansion is individually metered by the Company. Line extensions and service connections to serve this expansion will be governed by the Company's ~~Line~~ Extension and/or service connection policies of these Rules and Regulations.
2. Permanent residential mobile home parks for the purpose of this rule will mean mobile home parks where the average length of stay for an occupant is a minimum of six (6) months.
3. For the purposes of this rule, expansion means the acquisition of additional real property for permanent residential spaces in excess of that existing at the effective date of this rule.

B. Residential Apartment Complexes, Condominiums and other Multiunit Residential Buildings

1. Master metering will not be allowed for new construction of apartment complexes and condominiums unless the building or buildings will be served by a centralized heating, ventilation, or air conditioning system and the contractor can provide to the Company an analysis demonstrating that the central unit will result in a favorable cost/benefit relationship.
2. At a minimum, the cost/benefit analysis should consider the following elements for a central unit as compared to individual units:
 - a. Equipment and labor costs;
 - b. Financing costs;
 - c. Maintenance costs;
 - d. Estimated kWh usage;
 - e. Estimated kW demand on a coincident demand and non-coincident demand basis (for individual units);
 - f. Cost of meters and installation; and
 - g. Customer accounting cost (one account vs. several accounts).
3. A Customer of any residential apartment complex, condominium, or other multiunit residential building taking service through a master meter is responsible for determining his or her own usage beyond the Company's meter.

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SECTION 6
SERVICE LINES AND ESTABLISHMENTS

A. Priority and Timing of Service Establishments

1. After the Applicant has complied with the Company's application requirements and has been accepted for service by the Company, and obtained all required permits and/or inspections indicating that the Customer's facilities comply with local construction, safety and governmental standards or regulations, the Company will schedule that Customer for service establishment.
2. All charges are due and payable before the Company will schedule the Customer for service establishment.
3. Service establishments will be scheduled for completion within five (5) business days of the date the Customer has been accepted for service, except in those instances when the Customer requests service establishment beyond the five (5) business day limitation.
4. When the Company has made arrangements to meet with a Customer for service establishment purposes and the Company or the Customer cannot make the appointment during the prearranged time, the Company will reschedule the service establishment to the satisfaction of both parties.
5. The Company will schedule service establishment appointments within a maximum range of four (4) hours during normal business hours, unless another timeframe is mutually acceptable to both the Company and the Customer.
6. Service establishments will be made only by the Company.
7. For the purposes of the rule, service establishments are where the Customer's facilities are ready and acceptable to the Company and the Company needs only to install or read a meter or turn the service on.
8. A fee for service establishment, reestablishment, or reconnection of service may be charged at a rate on file with and approved by the ACC. Whenever an Applicant requests after-hours handling of his request, the Company will charge a fee set forth in the UNS Electric Statement of Additional Charges, unless a special call-out is required. If a special call-out is required the charge will be for a minimum of two (2) hours at the Company's then-prevailing after-hours rate for the service work on the Customer's premises. Special handling of calls and the related charges will be made only upon request of the Applicant. Even so, a Customer's request to have the Company establish service after-hours is subject to the Company having staff available; there is no guarantee that the Company will have the staffing available for service establishment, reestablishment or reconnection after regular business hours.

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B. Service Lines

1. Customer provided facilities

- a. Each Applicant for services will be responsible for all inside wiring including the service entrance and meter socket. For three-phase service, the Customer will provide, at the Customer's expense, all facilities including conductors and conduit, beyond the Company-designated point of delivery.
- b. Meters and service switches in conjunction with the meter will be installed in a location where the meters will be readily and safely accessible for reading, testing and inspection, where these activities will cause the least interference and inconvenience to the Customer. Location of metering facilities will be determined by the Company and may or may not be at the same location as the point of delivery. However, the meter locations will not be on the front exterior wall of the home, or in the carport or garage unless mutually agreed to between the Customer or homebuilder and the Company. Without cost to the Company, the Customer must provide, at a suitable and easily accessible location, sufficient and proper space for the installation of meters.
- c. Where the meter or service line location on the Customer's premises is changed at the request of the Customer or due to alterations on the Customer's premises, the Customer must provide and have installed, at the Customer's expense, all wiring and equipment necessary for relocating the meter and service line connection. The Company will charge the Customer for moving the meter and/or service lines.
- d. Customer will provide access to a main switch or breaker for disconnecting load to enable safe installation and removal of Company meters.

2. Company-Provided Facilities

- a. The Company will provide, at no charge, an overhead service line up to one hundred fifty (150) feet and no more than one carryover pole, if required, for each Customer. In areas where the Company maintains an underground distribution system, the Company will provide, install, and connect, at no charge, underground service cable up to one hundred fifty (150) feet for each residential Customer.
- b. The cost of any service line in excess of that allowed under 2.a. above will be paid for by the Customer as a contribution in aid of construction.
- c. A Customer requesting an underground service line in an area served by overhead facilities will pay for the difference between estimated cost of an equivalent overhead service connection and the actual cost of the underground connection as a non-refundable contribution.



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3. Overhead Service Connection – Secondary Service

- a. For the initial service drop: Where the Company's distribution pole line is located on the Customer's premises, or on a street, highway, lane, alley, road, or private easement immediately contiguous thereto, the Company will, at its own expense, furnish and install a simple single span of service drop line (up to 550 feet in total) from its pole to the Customer's point of attachment, provided that this point of attachment is at the point of delivery and is of a type and so located that the service drop wires may be installed in a manner approved by the Company in accordance with good engineering practice, and in compliance with all applicable laws, ordinances, Rules and Regulations, including those governing clearances and points of attachment.
- b. Whenever any of the clearances required by the applicable laws, ordinances, rules or regulations of public authorities or standards of the Company from the service drops to the ground or any object becomes impaired by reason of any changes made by the owner or tenant of the premises, the Customer will, at his own expense, provide a new and approved support, in a location approved by the Company, for the termination of the Company's service drop wires and will also provide all service entrance corridors and equipment necessitated by the change of location.
- c. The cost of any service line footage, in excess of that allowed at no charge, will be paid for by the Customer as a contribution in aid of construction.
- d. For each overhead service connection, the Customer will furnish at their own expense a set of service entrance conductors that will extend from the point of service delivery at the point of termination of the Company's service drop on the Customer's support to the Customer's main disconnect switch. These service entrance conductors will be of a type and be in an enclosure that meets with the approval of the Company and any inspection authorities having jurisdiction.

3.4. Underground Service Connections – Secondary Service

- a. In areas where the Company maintains an underground distribution system, individual services will be underground.
- b. The cost of any underground service line footage in excess of one hundred fifty (150) feet that allowed at no charge, will be paid for by the Customer as and will be treated as a contribution in aid of construction.
- c. A Customer requesting an underground service line in an area served by overhead facilities will pay the estimated costs of extending the underground Secondary prior to the Company extending service. Whenever the Company's underground distribution system is not complete to the point designated by the Company where the service lateral is to be connected to the distribution system, the system may be extended in accordance with Section 7.



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- d. For an initial underground service connection of single-phase service, the Company will install a service lateral from its distribution line to the Customer's Company-approved termination facilities under the following conditions (unless otherwise agreed to by the Company and the Applicant):
- (i) ~~(i)~~ The Customer, at his expense, will provide the necessary trenching, conduit, conduit installation, backfill, landscape restoration and paving or the Customer can pay the Company to do so. The Customer and will also furnish, install, own and maintain termination facilities on or within the building to be served.
- e. ~~(ii)~~ The Company, at its expense (up to 550 feet in total), will furnish, install, own and maintain the underground single-phase cables to Customer's Company-approved termination facilities.
- f. ~~(iii)~~ The Company will determine the minimum size and type of conduit and conductor for the single-phase service. Where separately installed conduit or duct is required for single phase service, the Customer will furnish and install the conduit system, including suitable pull ropes as specified by the Company. The ownership of this conduit or duct will be conveyed to the Company, and the Company will then thereafter maintain the conduit or duct. By mutual agreement and upon payment by the Customer of the estimated installed cost, the Company may furnish, own, install and maintain this conduit or duct. The maximum length of any lateral conductor will be determined by the Company in accordance with accepted engineering practice in determining voltage drop, voltage flicker, and other relevant considerations.
- e.g. For three-phase service, the Customer will provide, at the Customer's expense, all facilities, including conductors and conduit, beyond the Company-designated point of delivery.

C. Easements and Rights-of-Way

1. At no cost to the Company, each Customer will grant adequate easements and rights-of-way that are satisfactory to ensure proper service connection and any additional easements and rights-of-way as may be necessary for electric system reliability. Failure on the part of the Customer to grant adequate easement and right-of-way will be grounds for the Company to refuse service.
2. When the Company discovers that a Customer or the Customer's Agent is performing work, has constructed facilities or has allowed vegetation to grow adjacent to or within an easement or right-of-way and this work, construction, vegetation or facility poses a hazard or is in violation of federal, state or local laws, ordinances, statutes, Rules or Regulations, or significantly interferes with the Company's access to equipment, the Company will notify the Customer or the Customer's Agent and will take whatever actions are necessary to eliminate the hazard, obstruction or violation at the Customer's expense.

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SECTION 6
SERVICE LINES AND ESTABLISHMENTS
(continued)

D. Number of Services to be Installed

Unless otherwise provided herein, or in a Rate or contract, the Company will not install more than one service, either overhead or underground, for any one building or group of buildings on a single premises, except as separate services may be installed for separate buildings or group of buildings where necessary for the operating convenience of the Company, where provided for in the tariff schedules Rates, or where required by law or local ordinance.

E. Multiple Service Points

Unless otherwise expressly provided herein, or in a Rate or contract, any person, firm, corporation, agency or other organization or governmental body receiving service from the Company at more than one location or for more than one separately operated business will be considered as a separate Customer at each location and for each business. If several buildings are occupied and used by a Customer in the operation of a single business, then the Company, upon proper application, will furnish service for the entire group of buildings through one service connection at one point of delivery, provided all of these buildings are all at one location on the same lot or tract, or on adjoining lots or tracts that form a contiguous plot site (that is not separated by any public streets). This plot or location will be wholly owned, or controlled, and occupied by the Customer in the operation of this single business. Dwelling units will be served, metered and billed separately, except at the option of the Company's option.

F. Temporary Service

For service that is temporary in nature or for operations of a speculative character or questionable permanency the Customer will be charged the Company's estimated cost of installing the service.

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A. Company Responsibility

1. The Company will be responsible for the safe transmission and distribution of electricity until it passes the point of delivery to the Customer.
2. The Company will be responsible for maintaining in safe operating condition all meters, equipment and fixtures installed on the Customer's premises by the Company for the purpose of delivering electric service to the Customer. However, the Company will not be responsible for the condition of meters, equipment, and fixtures damaged or altered by the Customer.
3. The Company may, at its option, refuse service until the Customer has obtained all required permits and/or inspections indicating that the Customer's facilities comply with local construction standards, applicable and safety standards, and including any applicable Company specifications.
- 3.4. The Company will determine, in its sole discretion, the type of service (including voltage and Point of Delivery) to be furnished for utilization by the Customer. This includes determinations involving: 1) requirements to take Primary Service and Metering; and 2) service voltage (including for any new on-site generation installations or generation retrofits at the Customer's premises).

B. Customer Responsibility

1. Each Customer will be responsible for maintaining in safe operating condition all Customer facilities on the Customer's side of the point of delivery in safe operating condition.
2. Each Customer will be responsible for safeguarding all Company property installed in or on the Customer's premises for the purpose of supplying electric service to that Customer.
3. Each Customer will exercise all reasonable care to prevent loss or damage to Company property, excluding ordinary wear and tear. The Customer will be responsible for loss of or damage to Company property on the Customer's premises arising from neglect, carelessness, or misuse, diversion or tampering and will reimburse the Company for the cost of necessary repairs or replacements.
4. Each Customer, regardless of who owns the meter, will be responsible for payment for any equipment damage and/or estimated unmetered usage and all reasonable costs resulting from unauthorized breaking of seals, interfering, tampering or bypassing the Company meter.
5. Each Customer will be responsible for notifying the Company of any equipment failure identified by the Customer in the Company's equipment.

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6. Each Customer will be responsible for informing the Company of, and meeting the Company's requirements regarding On-Site or distributed Generation (including distributed renewable resources and combined heat and power facilities) that the Customer or the Customer's agent intends to interconnect to the Company's transmission and/or distribution system. This includes compliance with all requirements contained within the Company's most current Interconnection Requirements for Distributed Generation, and the terms and conditions of the Company's Agreement for the Interconnection of Customer's Facility. Customer must also agree to enter into the Interconnection Agreement with the Company. Further, any interconnection must be in accordance with any applicable Commission regulation and order governing interconnection, as well as applicable laws.

6.7. The Customer, at his expense, may install, maintain and operate check-measuring equipment as desired and of a type approved by the Company, provided that this equipment will be installed so as not to interfere with operation of the Company's equipment. This is also provided that no electric energy will be remetered or submetered for resale to another or to others, except where such remetering will be done in accordance with the applicable orders of the Commission.

C. Continuity of Service

The Company will make reasonable efforts to supply a satisfactory and continuous level of service. However, the Company will not be responsible for any damage or claim of damage attributable to any interruption or discontinuation of service resulting from:

1. Any cause against which the Company could not have reasonably foreseen, or made provision for (i.e force majeure, see Subsection 78.E.);
2. Intentional service interruptions to make repairs or perform routine maintenance; or
3. Curtailment, including brownouts or blackouts.

D. Service Interruptions

1. The Company will make reasonable efforts to reestablish service within the shortest possible time when service interruptions occur.
2. The Company will make reasonable provisions to meet emergencies resulting from failure of service and will issue instructions to its employees covering procedures to be followed in the event of emergencies in order to prevent or mitigate interruption or impairment of service.
- 3.2. In the event of a national emergency or local disaster resulting in disruption of normal service, the Company may, in the public interest, interrupt service to other Customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

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PROVISION OF SERVICE
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- 4.3. When the Company plans to interrupt service for more than four (4) hours to perform necessary repairs or maintenance, the Company will attempt to inform affected Customers at least twenty-four (24) hours in advance of the scheduled date, and ~~estimated duration of the service interruption.~~ These repairs will be completed in the shortest possible time to minimize the inconvenience to the Customers of the Company.
- 5.4. ~~The ACC Commission will be notified of interruption in service affecting the entire system or any significant portion thereof. The interruption of service and cause will be reported by telephone to the ACC Commission within two (2) four (4) hours after the responsible Company representative becomes aware of said interruption. The Company will then issue a written report to the ACC Commission will follow.~~

E. Interruption of Service and Force Majeure

1. The Company will make reasonable provision to supply a satisfactory and continuous electric service, but does not guarantee a constant or uninterrupted supply of electricity. The Company will not be liable for any damage or claim of damage attributable to any temporary, partial or complete interruption or discontinuance of electric service attributable to a force majeure condition as set forth in Subsections ~~78.E.4. or and 78.E.5.,~~ or to any other cause ~~which that~~ the Company could not have reasonably foreseen and made provision against. ~~Further, the Company will not be liable for any of the above described interruptions if for which, in the Company's judgment, it is necessary to permit repairs or changes to be made in the Company's electric generating, transmission, or distribution equipment, or to eliminate the possibility of damage to the Company's property or to the person or property of others.~~
2. Whenever the Company deems a condition exists that warrants interruption or limitation in the service being rendered, this limitation or interruption will not constitute a breach of contract and will not render the Company liable for damages suffered ~~thereby or excuse the Customer. Further, the Customer will not be excused from further fulfillment of the contract.~~
3. The use of electric energy upon the Customer's premises is at the risk of the Customer. The Company's liability will cease at the point where its facilities are connected to the Customer's wiring.
4. Neither the Company nor the Customer will be liable to the other for any act, omission, or circumstances (including, but not limited to, the Company's inability to provide electric service) ~~occasioned by or in consequence of due to the following:~~
 - a. flood, rain, wind, storm, lightning, earthquake, fire, landslide, washout or other acts of the elements;
 - b. accident or explosion;
 - c. war, rebellion, civil disturbance, mobs, riot, blockade or other act of the public enemy;
 - d. acts of God;
 - e. interference of civil and/or military authorities;

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- f. strikes, lockouts, or other labor difficulties;
- g. vandalism, sabotage, or malicious mischief;
- h. usurpation of power, or the laws, rules, regulations, or orders made or adopted by any regulatory or other governmental agency or body (federal, state or local) having jurisdiction of any of the business or affairs of the Company or the Customer, direct or indirect;
- i. breakage or accidents to equipment or facilities;
- j. lack, limitation or loss of electrical or fuel supply; or
- k. any other casualty or cause beyond the reasonable control of the Company or the Customer, whether or not specifically provided herein and without limitation to the types enumerated, and which by exercise of due diligence the Company or the Customer is unable to overcome.

4.5 A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees will not be considered to be a matter within the control of the Company.

5.6 Nothing contained in this Section will excuse the Customer from the obligation of paying for electricity delivered or services rendered.

F. General Liability

- 1. Company will not be responsible for any third-party claims against Company that arise from Customer's use of Company's electricity.
- 2. Customer will indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against all claims (including, without limitation, claims for damages to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, in connection with the Company's service or facilities.
- 3. The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under the Company's ~~Pricing Plans~~Rates (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs.

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4. In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
5. The Company will not be responsible in an occasion for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any electric facilities.

G. Construction Standards and Safety

The Company will construct all facilities in accordance with the provisions of the ANSI C2 Standards (National Electric Safety Code, ~~20074997~~ edition, and other amended editions as are adopted by the ACC), the ~~20074995~~ ANSI B31.1 Standards, the ASME Boiler and Pressure Vessel Code, and other applicable American National Standards Institute Codes and Standards, except for those changes the ACC makes or permits from time to time. In the case of conflict between codes and standards, the more rigid code or standard will apply.

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SECTION 89
CHARACTER OF SERVICE – VOLTAGE, FREQUENCY AND PHASE

- A. For Residential, Lighting and Miscellaneous Service – Energy supplied will be sixty (60) Hertz, single phase, alternating current, three-wire service, 120/240 volts for new service applications. The Company will provide 120 volts, two-wire for those Customers currently receiving that service.
- B. Commercial and Industrial Service – Electric energy furnished under these Rules and Regulations will be sixty (60) Hertz alternating current energy, single or three (3) phase at the standard nominal voltages specified by the Company.
- C. All electric energy supplied will be in accordance with ANSI voltage ratings for electric power systems and equipment.
- D. All voltages referred to above are nominal voltages and may vary somewhat due to local conditions. The Company does not guarantee the constancy of its voltage or frequency, nor does it guarantee against its loss of one or more phases in a three-phase service. The Company will not be responsible for any damage to the Customer's equipment caused by any or all of these occurrences brought about by circumstances beyond its control.
- E. Motor Protection

The following protective apparatus, to be provided by the Customer, is required on all motor installations:

1. No Voltage Protection: Motors that cannot be safely subjected to full voltage at starting must be provided with a device to insure that upon failure of voltage, the motors will be disconnected from the line. Said device should be provided with a suitable time delay relay;
2. Overload Protection: All motors whose voltage does not exceed 750 volts are to be provided with approved fuses of proper rating. Where the voltage exceeds 750 volts, protective devices are to be provided. In these cases it will be found desirable to install standard switching equipment. The installation of overload relays and no-voltage releases is recommended on all motors, not only as additional protection, but as a means of reducing the cost of refusing; and
3. Phase Reversal: Reverse phase relays and circuit breakers or equivalent devices are recommended on all polyphase installations to protect the installation in case of phase reversal or loss of one phase.

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CHARACTER OF SERVICE - VOLTAGE, FREQUENCY AND PHASE
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F. Miscellaneous Load Fluctuation And Balance

1. Interference with Service: The Company reserves the right to refuse to supply loads of a character that may seriously impair service to any other Customers. In the case of hoist or elevator motors, welding machines, furnaces and other installations of like character where the use of electricity is intermittent or subject to violent fluctuations, the Company may require the Customer to provide at the Customer's own expense suitable equipment to reasonably limit those fluctuations.
2. The Company has the right to discontinue electric service to any Customer who continues to use appliances or other devices, equipment and apparatus detrimental to the service after the Company notifies the Customer of his or her causing detriment to the service.
3. Allowable Instantaneous Starting Current Values: The instantaneous starting current (determined by tests or based on limits guaranteed by manufacturers) drawn from the line by any motor must not exceed a value (as determined by the Company) that may be deemed detrimental to the normal operation of the system. If the starting current of the motor exceeds that value, a starter must be used or other means employed to limit the current to the value specified. A reduced voltage starter may be required for polyphase motors.
4. When three-phase service supplied under a power rate includes incidental lighting, the Customer will supply any necessary lighting transformers and arrange its lighting to give a substantially balanced three-phase load.

G. Customer Responsibility for Equipment Used in Receiving Electric Energy

No statement or requirement in these Rules and Regulations can be construed as the assumption of any liability by the Company for any wiring of electrical equipment or the operation of same, installed in, upon, or about the Customer's premises, nor will the Company be responsible for any loss or damage occasioned or caused by the negligence, want of proper care or wrongful act of the Customer, or any of the Customer's agents or employees or licenses on the part of the Customer in installing, maintaining, using, operating, or interfering with any such wiring, machinery or apparatus.

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SECTION 79
LINE EXTENSIONS

Introduction

The Company will construct, own, operate and maintain lines along public streets, roads and highways which the Company has the legal right to occupy, and on public lands and private property across which rights-of-way and easements satisfactory to the Company may be obtained without cost to or condemnation by the Company.

A request for electric service often requires the construction of new distribution lines of varying distances. The distances and cost vary widely depending upon Customer's location and load size. With such a wide variation in extension requirements, it is necessary to establish conditions under which the Company will extend its electric facilities.

All extensions are subject to the availability of adequate capacity, voltage and Company facilities at the beginning point of an extension, as determined by the Company.

A standard policy has been adopted to provide service to Customers whose requirements are deemed by the Company to be economical and ordinary in nature.

All extensions are made on the basis of economic feasibility. Footage and revenue basis are offered below for use in circumstances where feasibility is generally accepted because of the number of extensions made within these footage and dollar units.

In unusual circumstances, when the application of the provisions of this policy appear impractical, or in case Customer's requirements exceed 100 kW, the Company will make a special study of the conditions to determine the basis on which service may be rendered.

A. General Requirements

1. Upon request by an Applicant for a line extension, the Company will prepare without charge, a preliminary electric design and a rough estimate of the cost of installation, if any, to be paid by said Applicant.
2. Any Applicant for a line extension requesting the Company to prepare detailed plans, specifications, or cost estimates will be required to make a non-refundable deposit with the Company in an amount equal to the estimated cost of preparation. The Company will make available within ninety (90) days after receipt of the deposit referred to above, those plans, specifications, and cost estimates for the proposed line extension. Where the Applicant authorizes the Company to proceed with construction of the extension, the deposit will be credited to the cost of construction. If the extension is to include over-sizing of facilities to be done at the Customer's expense, appropriate details will be set forth in the plans, specifications and cost estimates. Developers providing the Company with approved plans will be provided with plans, specifications, or cost estimates within ninety (90) days after receipt of the deposit referred to above.

—The Company will provide a copy of the Line Extension policy prior to the Applicant's acceptance of the utility's extension agreement.

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~~Where the Company requires an Applicant to advance funds for a line extension, the Company will furnish the Applicant with a copy of the line extension tariff prior to the Applicant's acceptance of the Company's extension agreement. The Company will provide the Applicant with the estimated costs of extending service prior to the Applicant's acceptance of the Company's line extension agreement. The estimated costs provided to the Applicant will be itemized.~~

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LINE EXTENSIONS
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3. All line extension agreements requiring payment of an advance by the Applicant will be in writing and signed by each party.
4. ~~All charges are due and payable at the time the line extension agreement is executed.~~
- 5.4. The provisions of this rule apply only to those Applicants who, in the Company's judgment, will be permanent Customers of the Company. Applications for temporary service will be governed by the Company's Rules concerning temporary service applications. The Company reserves the right to delay the Extension of facilities will not begin until the satisfactory completion of required site improvements, as determined by the Company, and an approved service entrance to accept electric service has been installed.

B. Minimum Written Agreement Requirements

1. Each line extension agreement must, at a minimum, include the following information:
 - a. Name and address of Applicant(s);
 - b. Proposed service address(es) or location(s);
 - c. Description of requested service;
 - d. Description and sketch of the requested line extension;
 - e. A cost estimate to include itemized material costs, labor, and other itemized costs as necessary; Calculations of estimated line extension costs will include the following:
 - i. Material cost;
 - ii. Direct labor cost; and
 - iii. Overhead cost.
 - 1) Overhead costs are represented by all the costs which are proper capital charges in connection with construction, other than direct material and labor costs including but not limited to; indirect labor, engineering, transportation, taxes (e.g. FICA, State & Federal Unemployment which are properly allocated to construction), insurance, stores expense, general office expenses allocated to costs of construction, power operated equipment, employee pension and benefits, vacations and holidays, and miscellaneous expenses properly chargeable to construction.
 - e.f. Payment terms;
 - f.g. A concise explanation of any refunding provisions, if applicable;
 - g.h. The Company's estimated start date and completion date for construction of the line extension; and
 - h.i. A summary of the results of the economic feasibility analysis performed by the Company to determine the amount of the advance required from the Applicant for the proposed line extension.

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-
2. Each Applicant will be provided with a copy of the written line extension agreement.

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LINE EXTENSIONS
(continued)

C. Line Extension Costs

3. Calculations of estimated line extension costs will include the following:

iv. Material cost;

v. Direct labor cost; and

vi. Overhead cost.

(i) Overhead costs are represented by all the costs which are proper capital charges in connection with construction, other than direct material and labor costs including but not limited to:

Indirect labor

Engineering

Transportation

Taxes (e.g. FICA, State & Federal Unemployment which are properly allocated to construction)

Insurance

Stores expense

General office expenses allocated to costs of construction

Power operated equipment

Employee Pension and Benefits

Vacations and Holidays

Miscellaneous expenses properly chargeable to construction

C. Line Extension Requirements

1. Overhead Extensions to Individual Residential Applicants

a. Line Extension Allowance

Upon the Applicant's satisfactory completion of required site improvements, the Company will make single-phase extensions from its existing facilities of proper voltage and adequate capacity at the Company's expense up to five hundred fifty (550) feet. The distance of five hundred fifty (550) feet is to be measured by the shortest feasible route along public streets, roads, highways, or suitable easements from the existing facilities to the Applicant's nearest point of delivery and inclusive of the service drop and is for initial site improvements, as determined by the Company, only.

b. Extensions in Excess of Line Extension Allowance Distance

The Company will make extensions in excess of five hundred fifty (550) feet per Customer upon receipt of a non-interest bearing, refundable cash deposit with the Company to cover the estimated costs of construction

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for the pro-rata share- of the single-phase extension length over five hundred fifty (550) feet, for voltages up to 21kV.

The Company will install, own and maintain, on an individual project basis, the distribution facilities necessary to provide permanent service.

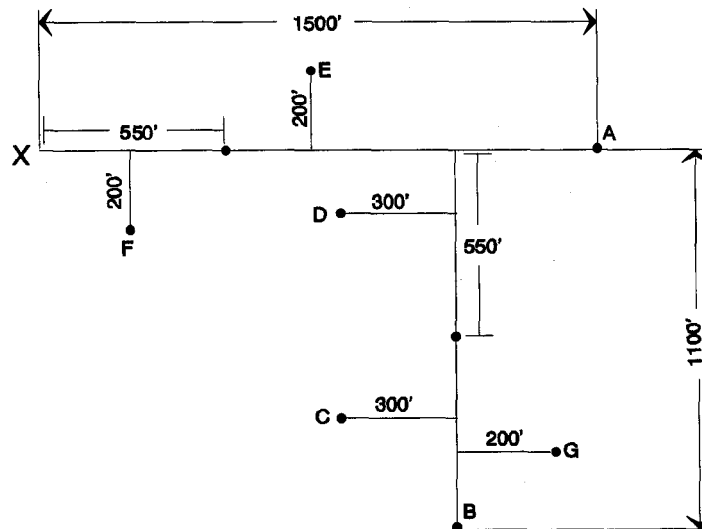
c. Method of Refund

- i. Deposit refunds will be made to a depositor when separately metered Customers are served directly from the line extension originally constructed to serve said depositor, providing the new line extension is less than five hundred fifty (550) feet in distance, and the Customer to be served occupies a permanent structure designed for continued occupancy for either residential or business purposes, meeting established municipal, county or state codes as applicable.

The amount of the deposit refund will be equal to the estimated 'Cost per Foot' for the line extension project rate multiplied by [five hundred fifty (550) feet less the actual footage of the new line extension required to serve the new Customer].

In no event will the total of the refund payments made by the Company to a depositor be in excess of the deposit amount advanced.

A pictorial explanation of the method of refund for a single-phase line extension is as follows (assume the 'Cost per Foot' rate for this Line Extension is \$15.00 per foot):



Applicant "A" – Customer makes refundable advance of \$14,250 for footage over 550' at \$15.00/foot.

Applicant "B" – Customer makes refundable advance of \$8,250 for footage over 550' at \$15.00/foot. No refund to A for B's connection because B is over 550'.

Applicant "C" – Customer gets line at no cost. Refund goes to B at \$15.00 x 250', or \$3,750 because C ties directly into B's line and is less than 550'.

Applicant "D" – Customer gets line at no cost. Refund goes to B at \$15.00 x 250', or \$3,750, because it ties directly into B's line and is less than 550'.

Applicant "E" – Customer gets line at no cost. Refund goes to A at \$15.00 x 350', or \$5,250 because E ties directly into A's line and is less than 550'.

Applicant "F" – Customer gets line at no cost. Refund goes to A at \$15.00 x 350', or \$5,250 because F ties directly into A's line and is less than 550'.

Applicant "G" – Customer gets line at no cost. Refund goes to B at \$15.00 x 350', or \$5,250; However, B receives \$750 since this is the remaining balance of the initial deposit net of refunds. Total refunds cannot exceed the amount of the initial advance.



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Note: The dollars in the example above are illustrative. This method requires that: a) The deposit advance made for an initial line extension cannot be refunded to the depositor unless a new line extension required to serve a new separately metered Customer is directly connected to the initial line extension; and b) the new line extension is less than 550 feet in length.

- ii. Payment of eligible refunds will be made within ninety (90) days following receipt of notification to the Company that a qualifying permanent Customer has commenced receiving service from an extension.
- iii. A Customer may request an annual survey to determine if additional Customers have been connected to and are using service from the extension.
- iv. After a period of five (5) years from the date the Company is initially ready to render service from an extension, the Company will review the deposit and make appropriate refunds then due, if any. Any unrefunded amount remaining thereafter will become the property of the Company and will no longer be eligible for refund and will become a contribution in aid of construction.

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2. Underground Facilities to Individual Residential Applicants

- a. Underground line extensions will generally be made only where mutually agreed upon by the Company and the Applicant, or in areas where the Company does maintain underground distribution facilities for its operating convenience.
- b. Underground extensions will be owned, operated and maintained by the Company, provided the Applicant pays in advance a non-refundable sum equal to the estimated difference between the cost, exclusive of meters and services, of the underground extension and an estimated equivalent overhead extension cost for voltages up to 21kV.
- c. In addition to the non-refundable sum, the Applicant will (unless otherwise agreed to by the Company and the Applicant) make such refundable deposit (for voltages up to 21kV) in accordance with Subsection 7.C. as otherwise would have been required under these Rules and Regulations if the extension had been made by overhead construction.
- d. Refunds of cash deposits will be made in the same manner as provided for overhead extensions to individual Applicants for service, in accordance with the applicable provisions of Subsection 7.C.
- e. Underground services will be installed, owned, operated and maintained as provided in Section 6 of these Rules and Regulations.

3. Extensions to Non-Residential Customers

a. Line Extensions less than 21kV

- i. For line extensions with voltages less than or equal to 21kV, the Company will install, own and maintain, on an individual project basis, the distribution facilities necessary to provide permanent service to a non-residential Customer. Prior to the installation of facilities, the Customer will be required to make a refundable non interest-bearing cash advance to the Company for the estimated project cost less an allowance equal to 50% of the estimated two year Revenue. If the total of such charge is less than one hundred dollars (\$100.00), the charge will be waived by the Company.
- ii. Upon completion of construction of the Company's facilities the total actual cost of the project will be compared to the total estimated cost advanced by the Applicant, and any difference will be either billed or refunded within ninety (90) days to the Customer.
- iii. After the initial twenty-four (24) month billing period the Company will compare the actual Revenue to the allowance, and any difference will be either billed or refunded within ninety (90) days to the Customer.
- iv. In no event shall the total of the refund payments made by the Company to the depositor be in excess of the deposit amount advanced.

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v. No refunds will be made after a period of two (2) years subsequent to the completion of construction of the Company's facilities. Any un-refunded amount remaining at the end of the two (2) year period will become the property of the Company and a nonrefundable contribution in aid of construction.

vi. 550 foot line extension allowance does not apply.

b. Line Extensions greater than 21kV to 69kV

i. For line extensions with voltages greater than 21kV and less than or equal to 69kV, the Company will install, own and maintain, on an individual project basis, the distribution facilities necessary to provide permanent service to a non-residential Customer. Prior to the installation of facilities, the Customer will be required to make a refundable non interest-bearing cash advance to the Company for the estimated project cost less an allowance equal to 50% of the estimated one year Revenue. If the total of such charge is less than one hundred dollars (\$100.00), the charge will be waived by the Company.

ii. Upon completion of construction of the Company's facilities the total actual cost of the project will be compared to the total estimated cost advanced by the Applicant, and any difference will be either billed or refunded within ninety (90) days to the Customer.

iii. After the initial twelve (12) month billing period the Company will compare the actual Revenue to the allowance, and any difference will be either billed or refunded within ninety (90) days to the Customer.

iv. In no event shall the total of the refund payments made by the Company to the depositor be in excess of the deposit amount advanced.

v. No refunds will be made after a period of two (2) years subsequent to the completion of construction of the Company's facilities. Any un-refunded amount remaining at the ends of the two (2) year period will become the property of the Company and a nonrefundable contribution in aid of construction.

vi. 550 foot line extension allowance does not apply.

4. Residential Subdivision Developers

a. General

Required distribution facilities up to and within a new duly recorded residential subdivision, including subdivision plats which are activated subsequent to their recordation, for permanent service to single and/or multi-family residences and/or unmetered area lighting, will be constructed, owned, operated and maintained by the Company in advance of applications for service by permanent Customers only after the Company and the Applicant have entered into a written contract ("Subdivision Agreement"), which (unless otherwise agreed to by the Company and the Applicant) provides that:

i. The total estimated installed cost of such overhead distribution facilities, exclusive of meters, services and exclusive of other costs as may be deemed as reasonable by the Company, will be advanced to the Company as a refundable non-interest bearing cash deposit to cover the Company's cost of construction.

ii. Refundable advances will become non-refundable at such time and in such manner as provided in Subsection 7.C.4.b.

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- iii. Upon completion of construction of the Company's facilities the total actual cost of the project will be compared to the total estimated cost advanced by the Applicant, and any difference will be either billed or refunded within ninety (90) days to the Customer.
- iv. Where applicable, if distribution facilities must be constructed in excess of an average of five hundred fifty (550) feet per new permanent Customer within a duly recorded residential subdivision, a nonrefundable cash amount equal to that portion of the total estimated installed cost represented by those required line facilities in excess of five hundred fifty (550) feet per Customer average will be paid to the Company.
- v. Underground Installations – Extensions of single-phase underground distribution lines necessary to furnish permanent electric service to new residential buildings or mobile homes within a subdivision, in which facilities for electric service have not been constructed, for which applications are made by a developer will be installed underground in accordance with the provisions set forth in this regulation except where it is not feasible from an engineering, operational, or economic standpoint. Extensions of single-phase underground distribution lines necessary to furnish permanent electric service within a new single family and/or multi-family residential subdivision will be made by the Company in advance of receipt of applications for service by permanent Customers in accordance with the following provisions (unless otherwise agreed to by the Company and the Applicant):
 - 1) The subdivider or other Applicant will provide the trenching, bedding, backfill (including any imported backfill required), compaction, repaving and any earthwork for pull boxes and equipment and transformer pad sites required in accordance with the Company's specifications and subject to the Company's inspection and approval.
 - 2) Right-of-way and easements satisfactory to the Company will be furnished by the Developer at no cost to the Company and in reasonable time to meet service requirements. No underground electric facilities will be installed by the Company until the final grades have been established and furnished to the Company. In addition the easements, alleys and/or streets must be graded to within six (6) inches of final grade by the Developer before the Company will commence construction. Such clearance and grading must be maintained by the Developer. If, subsequent to construction, the clearance or grade is changed in such a way as to require relocation of underground facilities or results in damage to such facilities, the cost of such relocation and/or resulting repairs will be borne by the developer.
 - 3) If armored cable or special cable covering is required, the Customer or developer will make a non-refundable contribution equal to the additional cost of such cable or covering.
 - 4) Underground service lines will be installed, owned, operated and maintained as provided in Section 6 of these Rules and Regulations.
 - 5) Any underground electric distribution system requiring more than single-phase service is not governed by this Subsection, but rather will be constructed pursuant to Subsection 7.C.6.
- vi. Underground extensions up to the duly recorded Subdivision will be owned, operated and maintained by the Company, provided the Applicant pays a non-refundable sum equal to the estimated difference between the cost of the underground extension and an equivalent estimated cost of an overhead extension.

b. Method of Refund

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- i. The Developer is eligible for a refund during the term of the Subdivision Agreement of up to 100% of the amount advanced provided the average length of the line extension per lot or per service location does not exceed five hundred fifty (550) feet. If distribution facilities must be constructed in excess of an average of five hundred fifty (550) feet per new permanent lot or service location within a duly recorded residential subdivision, that portion of the advanced total installed cost represented by those required line facilities in excess of five hundred fifty (550) feet per customer will be held by the Company as a non-refundable contribution.
- ii. On or after one (1) year subsequent to the installation of the Company's facilities, and thereafter each year of the term of the Subdivision Agreement the Company will review the status of the subdivision to determine the percentage ratio that the number of lots or service locations occupied by permanent Customers bears to the number of lots identified in each Subdivision Agreement specified as the basis for refund. The ratio determined at the time of each review multiplied by the total refundable advance associated with the line extension agreement will represent that portion of the advance qualified for refund. If the foregoing calculation indicates a refund is due, an appropriate refund of cash deposit will be made. Payment will be made within ninety (90) days following each review.
- iii. The total amount refunded over the term of the Subdivision Agreement cannot exceed the total amount advanced net of any non-refundable contribution and or cost of ownership.
- iv. The Company will make a final review on the status after a period of five (5) years. No refunds will be made after a period of five (5) years subsequent to the completion of construction of the Company's facilities. Any unrefunded amount remaining at the ends of the five (5) year period will become the property of the Company and a nonrefundable contribution in aid of construction.

5. Non-Residential Developers

a. General

Required distribution facilities up to and within a new duly recorded non-residential development, including commercial plats which are activated subsequent to their recordation, for permanent service, will be constructed, owned, operated and maintained by the Company in advance of applications for service by permanent commercial customers only after the Company and the Applicant have entered into a written contract which (unless otherwise agreed to by the Company and the Applicant) provides that:

- i. For line extensions with voltages less than or equal to 21kV, the Company will install, own and maintain, on an individual project basis, the distribution facilities necessary to provide permanent service to a non-residential Customer. Prior to the installation of facilities, the Customer will be required to make a refundable non interest-bearing cash advance to the Company for the estimated project cost less an allowance equal to 50% of the estimated two year Revenue. If the total of such charge is less than one hundred dollars (\$100.00), the charge will be waived by the Company.
- ii. Upon completion of construction of the Company's facilities the total actual cost of the project will be compared to the total estimated cost advanced by the Applicant, and any difference will be either billed or refunded within ninety (90) days to the Customer.
- iii. 550 foot line extension allowance does not apply.
- iv. For line extensions with voltages greater than 21kV Subsection 7.C.3.b will apply.

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b. Method of Refund

- i. After the initial twenty-four (24) month billing period the Company will compare the actual Revenue to the allowance, and any difference will be either billed or refunded within ninety (90) days to the Customer.
- ii. In no event shall the total of the refund payments made by the Company to the depositor be in excess of the deposit amount advanced.
- iii. No refunds will be made after a period of two (2) years subsequent to the completion of construction of the Company's facilities. Any unrefunded amount remaining at the end of the two (2) year period will become the property of the Company and a nonrefundable contribution in aid of construction.

c. Underground Installations – Extensions of single-phase or three-phase underground distribution lines necessary to furnish permanent electric service to new commercial properties a commercial subdivision, in which facilities for electric service have not been constructed, for which applications are made by a developer will be installed underground in accordance with the provisions set forth in this regulation except where it is not feasible from an engineering, operational, or economic standpoint. Extensions of single-phase or three-phase underground distribution lines necessary to furnish permanent electric service will be made by the Company in advance of receipt of applications for service by permanent commercial customers in accordance with the following provisions (unless otherwise agreed to by the Company and the Applicant):

- i. The subdivider or other Applicant will provide the trenching, bedding, backfill (including any imported backfill required), compaction, repaving and any earthwork for pull boxes and equipment and transformer pad sites required in accordance with the Company's specifications and subject to the Company's inspection and approval.
- ii. Underground service will be installed, owned, operated and maintained as provided in Section 6 of these Rules and Regulations.
- iii. Underground extensions up to the duly recorded Subdivision will be owned, operated and maintained by the Company, provided the Applicant pays a non-refundable sum equal to the estimated difference between the cost of the underground extension and an equivalent estimated cost of an overhead extension.

D. Conditions Governing Extensions of Electric Distribution Lines and Services

~~Line extension measurements will be along the route of construction required, but no free distance shall be permitted beyond the shortest reasonable route to the nearest reasonable point of delivery on each Customer's premises as determined by the Company. This measurement will include primary, secondary and service lines. For line extensions having an installed cost greater than twenty-five thousand (25,000) dollars, upon completion of construction the Company will compare actual cost to the estimated cost of construction and any difference will be either billed or refunded to the Customer.~~

1. Footage Basis:

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- a. ~~The Company will extend single phase overhead distribution facilities without charge to any Customer whom the Company considers permanent (except irrigation customers) provided that the length of extension does not exceed four hundred (400) feet.~~

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- b. ~~The Company will make extension in excess of four hundred (400) feet provided:~~
- ~~(i) The Economic Feasibility Study in Subsection 97.E. has been completed and the Company determines that the extension is feasible.~~
 - ~~(ii) A line extension agreement has been signed by each party.~~
 - ~~(iii) The Company has received a non-interest bearing, refundable construction advance and/or contribution in aid of construction, if required, to cover the cost of construction.~~
 - ~~(iv) Such extension does not exceed a total construction cost of \$25,000.~~
- c. ~~Customer advances of over \$50.00, as collected under the terms of extensions beyond the free distance, are subject to refund, provided that, within a five (5) year period after signing the extension agreement, Customer requests a survey to determine if additional Customers have been connected to and are using service from the extension~~

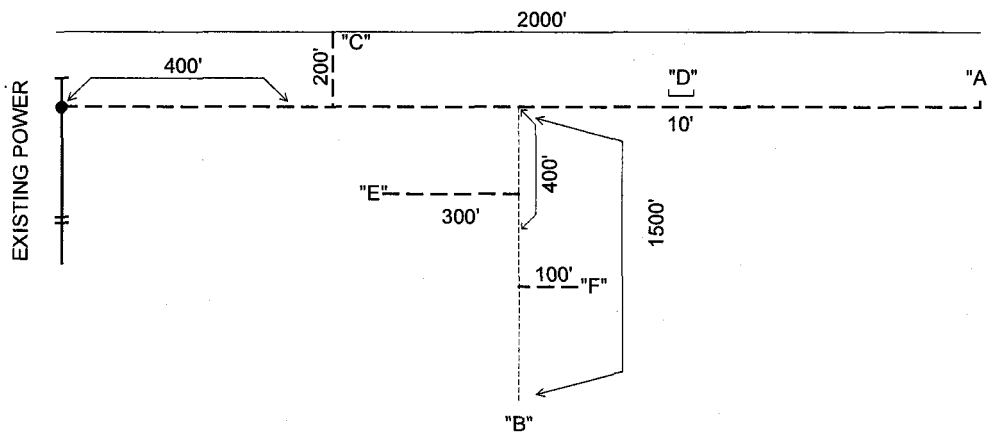
~~If such survey discloses that additional Customers or load are connected to the extension (not including laterals or extensions over the free distance) and are so located that, had they been there at the time the extension was made, the amount of advance would have been reduced or eliminated, then a readjustment will be made and Company will refund the difference between the amount actually advanced and the amount of the advance had it been determined at the time of survey. The amount of the refund will be based on the cost of constructing the original line.~~

- ~~(i) Only one refund will be made annually for each line extension. In no case shall the total of the refund payments exceed the amount originally advanced.~~
- ~~(ii) If after five (5) years from receipt, the construction advance has not been totally refunded, that advance will be considered a contribution in aid of construction and no longer be refundable.~~
- ~~(iii) A pictorial explanation of the method of refund used for the footage basis is as follows:~~

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Applicant "A"—Customer makes refundable advance per footage over 400 feet (1,600' @ estimated line extension cost per foot).

Applicant "B"—Customer makes refundable advance for footage over 400 feet (1,100' @ estimated line extension cost per foot). No refund is due Applicant "A" because total construction was over 400 feet.

Applicant "C"—No charge to Customer. However if within the five (5) year period Customer "A" will receive refund (200' @ original cost per foot to Customer "A"). Line "C" ties directly into Line "A" and it is under 400 feet.

Applicant "D"—No charge to Customer. If within the five (5) year period Customer "A" will receive a refund (390' @ original cost per foot to Customer "A").

Applicant "E"—No charge to Customer. If within five (5) years from date of advance from Customer "B", Customer "B" will get a refund (100' @ original cost per foot to Customer "B"). Line "E" ties directly into Line "B".

Applicant "F"—No charge to Customer. If within five (5) years from date of advance from Customer "B", Customer "B" will get a refund (300' @ original cost per foot to Customer "B").



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~~2. Revenue Basis~~

- ~~a. The Company will extend its overhead distribution facilities without charge to any Customer or group of Customers whom the Company considers permanent (except irrigation customers) where the estimated annual revenue multiplied by two (2) is equal to or greater than the total cost of the extension. Extensions made on this basis may not exceed a total cost of \$25,000.~~
- ~~b. For extension over free distance (revenue basis), the Company will extend its distribution facilities up to a cost limitation of \$25,000, provided Customer or Customers will sign an extension agreement and advance a sufficient portion of the construction cost so that the balance of the construction cost is no greater than twice the estimated annual revenue.~~
- ~~c. Advances are subject to refund as specified in Subsection 97.D.1.c. of these Rules and Regulations.~~

~~3. Economic Feasibility Basis~~

- ~~a. The Company will extend its overhead distribution facilities without charge to any Customer, or group of Customers, whom the Company considers permanent (except irrigation Customers) requiring an extension costing more than \$25,000, after determination by Company that the volume of use makes such extensions economically feasible.~~
- ~~b. Economic feasibility, as used in this policy, is a determination by the Company that the revenue less the cost of service provides an adequate rate of return on the investment made by the Company to serve the Customer.~~
- ~~c. For extensions costing more than \$25,000 that do not show economic feasibility, the Company may, at its option, and after a special study, extend its facilities provided that the Customer or Customers will sign an extension agreement and advance as much of the cost of such extension as is necessary to make the extension economically feasible.~~
- ~~d. Advances are subject to refund as specified in Subsection 97.D.1.c. of these Rules and Regulations.~~

~~4. Underground Construction~~

- ~~a. Installation of single phase underground electric lines to furnish permanent electric service to new residential buildings or mobile homes, in which facilities for electric service have not been constructed, for which applications are made by a Developer, will be installed underground provided the following conditions are met:
 - ~~(i) An economic feasibility study has been completed and the Company determines that the extension is feasible.~~
 - ~~(ii) A line extension agreement has been signed by Developer(s) and the Company.~~~~

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- ~~(iii) Receipt of a non-interest bearing, refundable construction advance with the Company to cover the total cost of construction. The construction advance will be considered a contribution in aid of construction if it has not been totally refunded after five (5) years in accordance with Subsection 97.D.1.c.(ii) of the Rules and Regulations.~~
- ~~(iv) The Developer will provide the trenching, bedding, backfill (including any imported backfill required), compaction, repaving and any earthwork for pull boxes and transformer pad sites required in accordance with the specifications and schedules of the Company.~~
- ~~(v) Right-of-way and easements satisfactory to the Company will be furnished by the Developer at no cost to the Company and in reasonable time to meet service requirements. No underground electric facilities will be installed by the Company until the final grades have been established and furnished to the Company. In addition the easements, alleys and/or streets must be graded to within six (6) inches of final grade by the Developer before the Company will commence construction. Such clearance and grading must be maintained by the Developer. If, subsequent to construction, the clearance or grade is changed in such a way as to require relocation of underground facilities or results in damage to such facilities, the cost of such relocation and/or resulting repairs will be borne by the developer.~~
- ~~(vi) If armored cable or special cable covering is required, the Customer or developer will make a non-refundable contribution equal to the additional cost of such cable or covering.~~
- ~~(vii) Underground service lines to residential customers shall be installed, owned, operated, and maintained by the Company. The Customer will be required to provide, at the Customer's expense, all necessary conduit, trenching, backfilling, compaction, and concrete work, if required, in accordance with Company specifications and other local codes.~~
- ~~(viii) Underground residential service lines not installed in accordance with Company specifications will be repaired and/or replaced by the Company at the Customer's expense.~~
- ~~(ix) Such extension does not exceed a total construction cost of \$25,000.~~
- ~~b. Three Phase underground construction: Where three phase underground service is requested by a Customer, the Company will install required facilities provided:~~
 - ~~(i) An economic feasibility study has been completed and the Company determines that the extension is feasible.~~
 - ~~(ii) A line extension agreement has been signed by each party.~~
 - ~~(iii) Conditions specified in Subsection 97.D.4.a. (iv) through (vi) of these Rules and Regulations are met.~~
 - ~~(iv) A non-refundable contribution equal to the estimated difference in cost of construction between overhead and underground facilities has been deposited with the Company.~~

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(v) ~~The Customer will provide and install transformer and/or switchgear pads and conduit in accordance with Company specifications.~~

(vi) ~~Such extension does not exceed a total construction cost of \$25,000.~~

c. ~~The Customer will retain ownership of all non-residential single phase service lines and three phase service lines and will maintain these lines at no cost to the Company. Any work performed by the Company on Customer-owned facilities will be at actual cost. Non residential properties include, but are not limited to master metered apartment buildings and duplexes.~~

5. ~~Other Customers~~

a. ~~Irrigation Customers~~ Customers requiring construction of electric facilities for service to irrigation pumping will advance the total construction cost, which may include a portion of the shared backbone cost from designated irrigation substations, less the first \$500 of construction. Customer advances, as collected under these terms, are subject to refunds of twenty percent (20%) of that portion of the annual accumulation of twelve (12) monthly bills, commencing with the service date, in excess of the minimum, provided, however, that no refunds will be made after five (5) years from the effective date of the agreement for service. In no case will the total of the refund payments exceed the amount originally advanced.

b. ~~Doubtful Permanency Customers~~ When, in the opinion of the Company, permanency of the Customer's service is doubtful, the Customer will be required to advance the total construction cost, including transformer and service installation. Advances are subject to full or partial refund pursuant to surveys based on the revenue or economic feasibility basis. In no event, shall the refund exceed twenty percent (20%) of the annual accumulation of twelve (12) monthly bills in excess of the annual minimum bill for the Customer as specified in the extension agreement. No refunds will be made after five years from the effective date of the agreement for service. In no event shall the total refund payments exceed the amount originally advanced.

c. ~~Temporary Customers~~ Where a temporary meter or construction is required to provide service to a Customer, then the Customer, in advance of installation or construction, will make a contribution equal to the cost of installing and removing the facilities required to furnish service, less the salvage value of those facilities. When the use of service is discontinued or agreement for service is terminated, the Company may dismantle its facilities and the materials and equipment provided by the Company will be salvaged and remain its property.

Each applicant for temporary service shall be required to deposit with the Company a sum of money equal to the estimated amount of the Company's bill for such service, or to otherwise secure in a manner satisfactory to the Company, the payment of any bill which may accrue by reason of such service so furnished or supplied. Contributions for temporary service are not refundable.



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- d. Speculative Customers Service to mining and milling installations and similar speculative businesses, where special conditions prevail as to service requirements and/or construction cost for line extension, will be furnished under special contract.
- e. Real Estate Development Extensions of electric facilities to and within real estate developments including residential subdivisions, industrial parks, mobile home parks, apartment complexes, planned area developments and shopping centers may be made in advance of application for service by permanent Customers after the Company and the Developer of said subdivision have entered into a written contract and the total estimated installed cost of such distribution facilities is advanced to the Company as a refundable non-interest bearing cash deposit to cover the Company's cost of construction. Refunds will be made in accordance with provisions in such written contract and be based on an economic feasibility study.
- f. Seasonal Customers Extensions of electric facilities to a Customer's premises which will be continuously occupied less than nine (9) months out of each twelve (12) month period may be made only on the basis of economic feasibility.
6. Replacement of Overhead with Underground Distribution Facilities

Where a Customer has requested that existing overhead distribution facilities be replaced with underground distribution facilities, the total cost of such replacement will be paid by the Customer.

7. Conversion from Single-Phase to Three-Phase Service

Where it is necessary to convert all or any portion of an existing overhead or underground distribution system from single-phase to three-phase service to a Customer, the total cost of such conversion will be paid by the Customer.

8. Long Term Rental Mobile Home Park, Townhouses, Condominiums and Apartment Complexes

Line extensions to long term rental mobile home parks, townhouses, condominiums and apartment complexes will be made by the Company under terms and conditions provided in Subsection 7.C.1. The Company will, when requested by the Customer, install, own and maintain internal distribution facilities and individual metering for said development in accordance with the provisions pertaining to duly recorded real estate subdivisions as stated in Subsection 7.C.2 hereof.

9. Special Conditions

a. Contracts

Each sub divider or other Applicant for service requesting an extension over the allowable footage allowance, or in advance of applications for service to permanent Customers, or in advance of completion of required site improvements will (unless otherwise agreed to by the Company and the Applicant) be required to execute contracts covering the terms under which the Company will install lines at its own expense, or contracts covering line extensions for which advance deposits will (unless otherwise agreed to by the

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Company and the Applicant) be made in accordance with the provisions of these Rules and Regulations or of the applicable rate schedules.

b. Primary Service and Metering

The Company will provide primary service to a point of delivery, such point of delivery to be determined by the Company. The Customer will provide the entire distribution system (including transformers) from the point of delivery to the load. The system will be treated as primary service for the purposes of billing. The Company reserves the right to approve or require modification to the Customer's distribution system prior to installation, and the Company will determine the voltage available for primary service. Instrument transformers, metering riser poles and associated equipment to be installed and maintained by the Company will be at the Customer's expense.

c. Advances under Previous Rules and Contracts

Amounts advanced under the conditions established by a rule previously in effect will be refunded in accordance with the requirements of such contract under which the advance was made.

d. Extensions for Temporary Service

Extensions for temporary service or for operations of a speculative character (mining, milling, irrigation and similar speculative businesses) or questionable permanency will be charged the applicable estimated charges for the installation and removal of temporary facilities. Temporary facilities will remain in service for a maximum of two (2) years.

e. Exceptional Cases

Where unusual terrain, location, soil conditions, or other unusual circumstances make the application of these line extension rules impractical or unjust to either party or in the case of extension of lines of other than standard distribution voltage, service under such circumstances will be negotiated under special agreements specifying terms and conditions covering such extensions.

f. Special or Excess Facilities

Under this rule, the Company will install only those facilities which it deems are necessary to render service in accordance with the rate schedules. Where the Customer requests facilities which are in addition to, or in substitution for, the standard facilities which the Company normally would install, the extra cost thereof will be paid by the Customer.

g. Unusual Loads

Line extensions to unusually small loads not consisting of a residence or permanent building (e.g. individual lights, wells, signs, etc.) will not be granted the five hundred fifty (550) foot allowance but will instead be required to advance any costs of service.

6-10. Other Conditions

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- a. ~~Three Phase Service~~ - Where a Customer requests three phase service and it is necessary to convert all or a portion of an existing overhead or underground distribution system from single phase to three phase in order to furnish this service, the entire cost of the conversion will be paid by the Customer, should the Company determine, through an economic feasibility study, that the extension is not feasible.
- b. ~~Request for Additional Facilities~~ - The Company will install only those facilities which it deems are necessary to render service in accordance with its rate schedules. Where the Customer requests facilities which are in addition to, or in substitution for, the standard facilities which the Company normally would install, the extra cost thereof will be paid by the Customer.
- c. ~~Primary Service and Metering~~ - The Company will provide primary service to a point of delivery and that point of delivery will be determined by the Company. The Customer will provide the entire distribution system (including transformers) from the point of delivery to the load. The system will be treated as primary service for the purposes of billing. The Company reserves the right to accept or require modification to the Customer's distribution system prior to its connection, and the Company will determine the voltage available for primary service. Instrument transformers, metering riser poles and associated equipment to be installed and maintained by the Company will be at the Customer's expense.
- d.a. Rights-of-Way - All necessary easements or rights-of-way required by the Company for any portion of the extension which is either on premises owned, leased or otherwise controlled by the Customer, Developer, or others will be furnished in the Company's name by the Customer without cost to or condemnation by the Company and in reasonable time to meet proposed service requirements. All easements or rights-of-way obtained on behalf of the Company will contain only those terms and conditions that are acceptable to the Company.



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- ~~a.b.~~ Change of Grade - If subsequent to construction of electric distribution and/or transmission lines and services, the final grade established by the Customer or Developer is changed in such a way as to require relocation of the Company facilities or results in damage to those same facilities, the cost of relocation and/or resulting repairs will be borne by the Customer or Developer.
- ~~f.c.~~ Relocation - When the Company is requested to relocate its facilities for the benefit and/or convenience of a Customer, the Customer will pay the Company for the total cost of the work to be performed prior to the start of construction.
- ~~g.d.~~ Connecting or Disconnecting Customer's Service - Only duly authorized employees of the Company are allowed to connect the Customer's service to, or disconnect the same from, the Company's electric lines.
- ~~h.e.~~ Maintenance of Customer's Equipment - The Customer will, at the Customer's own risk and expense, furnish, install and keep in good and safe condition all electrical wires, lines, machinery and apparatus which may be required for receiving electric energy from the Company, and for applying and utilizing that energy, including all necessary protective appliances and suitable building therefore, and the Company will not be responsible for any loss or damage occasioned or caused by the negligence, want of proper care, or wrongful act of the Customer or any of the Customer's agents, employees or licensees on the part of the Customer in installing, maintaining, using, operating or interfering with any such wires, lines, machinery or apparatus.
- ~~i.~~ Entering Customers Premises - The Company will, at all times, have the right of ingress to and egress from the Customer's premises at all reasonable hours for any purpose reasonably connected with the furnishing of electric energy and the exercise of any and all rights secured to it by law or these Rules and Regulations.
- ~~j.f.~~ Removal of Company Property - As provided for in these Rules and Regulations, the Company will have the right to remove any and all of its property installed on the Customer's premises at the termination of service.
- ~~k.~~ Resale of Energy - Unless specifically agreed upon, the Customer must not resell any of the electric energy received by the Customer from the Company to any other person, or for any other purpose or on other premises than specified in the Customer's application for service.

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~~l. Supply of Electric - The Company will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of electric energy to the Customer, and to avoid any shortage or interruption of delivery of same. The Company will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage occasioned thereby, if same is caused by inevitable accident, act of God, fire, strikes, riots, war, or any other cause not within its control. The Company, whenever it must find it necessary for the purpose of making repairs or improvements to its system, will have the right to suspend, temporarily, the delivery of electric energy, but in all such cases as reasonable notice thereof as circumstances will permit will be given to the Customers. The making of these repairs or improvements will proceed as rapidly as may be practicable, and, if practicable, at those times that will cause the least inconvenience to the Customers. In case of shortage of supply, the Company will have the right to give preference in the matter of furnishing electric service to the United States and the State of Arizona, and cities, cities and counties, counties and towns, their inhabitants for lighting and for public purposes and to other public utilities and those engaged in public or quasi-public service if necessary.~~

~~m.g. Change of Customer's Requirements - In the event that the Customer must make any material change either in the amount or character of the appliances or apparatus installed upon the Customer's premises to be supplied with electric energy by the Company, the Customer must immediately give the Company written notice to this effect.~~

~~n. Power Factor - In the case of apparatus and devices having low power factor, now in service, which may hereafter be replaced, and all similar equipment hereafter installed or replaced, served under general commercial schedules, the Company may require the Customer to provide, at the Customer's own expense, power factor corrective equipment to increase the power factor of any such devices to not less than ninety percent (90%).~~

~~o.h. Refunds - In no case will the total of any refund payments made by the Company exceed the amount of any construction advance~~

~~p.i. Collections - Nothing in these Rules and Regulations will be construed as limiting or in any way affecting the right of the Company to collect from the Customer any other additional sum of money which may become due and payable.~~

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E. Economic Feasibility Criteria

1. Description of Service Requests

- a. Number of Customers Requesting Service
- b. Location
- c. Feet of Primary Distribution Line Needed

2. Computation of Cost of Construction

- a. Materials \$
- b. Labor \$
- c. Total Direct Cost (Line 12.a + 21.b) \$
- d. Payroll Taxes and Insurance
(_____ % x Line 21.b) (Company Labor Only) \$
- e. Engineering and Superintendence
(_____ % x (Line 21.c + 21.d)) \$
- f. Interest During Construction
(_____ % x (Line 21.c + 21.d + 21.e)) \$
- g. Total Cost of Construction
(Line 12.c + 12.d + 21.c + 21.f) \$

3. Computation of Operating Revenues

- a. Estimated Monthly kWh/Customer
- b. Monthly Revenue/Customer
(Pricing Plan Rate _____) \$
- c. Total Customers
- d. Total Monthly Revenue
(Line 23.b x 23.c) \$
- e. Total Annual Operating Revenue
(Line 32.d x 12) \$

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4. Computation of Operating Expenses

- a. Depreciation
Line 21.g x _____ % = \$ _____
- b. Operation and Maintenance
Line 12.g x _____ % = \$ _____
- c. Taxes
Line 12.g x _____ % x \$ _____ / \$100 = \$ _____
- d. Power Costs
_____ kWh x \$ _____ = \$ _____
- e. Total Annual Operating Expense
(Line 34.a + 34.b + 34.c + 34.d) = \$ _____

5. Computation of Operating Income (Loss) Before Income Taxes

- a. Annual Operating Revenues (Line 23.e) \$ _____
- b. Annual Operating Expenses (Line 43.e) \$ _____
- c. Annual Operating Income (Loss) B.I.T. \$ _____

6. Computation of Credit to Construction Cost

- a. If Line 45.c shows a Net Loss Amount no credit is allowed toward the construction cost, and the customer(s) desiring service must advance the total cost of construction as shown of Line 12.g.
- b. If Line 54.c shows an Operating Income Before Income Taxes amount, a credit toward the cost of construction is computed as follows:
\$ _____ Operating Income B.I.T. x factor of _____ = \$ _____ Credit toward construction costs.
The customer(s) desiring service must advance the balance of the cost of construction.
- c. Computation of Customer Aid in Construction
- (i) Total Construction Cost = \$ _____
- (ii) Credit Towards Construction = \$ _____
- (iii) Customer Aid in Construction = \$ _____



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F.D. Construction / Facilities Related Income Taxes

1. Collection of Income Tax Gross Up

- a. Any federal, state or local income taxes resulting from the receipt of a Contribution or Advance in Aid of Construction in compliance with this rule is the responsibility of the Company and will be recorded as a deferred tax asset and reflected in the Company's rate base for ratemaking purposes.
- b. However, if the estimated contribution or advance for any service line or distribution main extension (as determined for each individual extension agreement) cost of facilities for any line extension exceeds \$500,000, the Company shall require the Applicant to include in the contribution or advance an amount (the "gross up amount") equal to the estimated federal, state or local income tax liability of the Company resulting from the contribution or advance, computed as follows:

$$\text{Gross Up Amount} = \frac{\text{Advance or Contribution}}{(1 - \text{Statutory combined income tax rate})} - \text{Advance or Contribution}$$

- c. After the Company's tax returns for the year of receipt of the advance or contribution are completed, if the statutory combined income tax rate is less than the rate used to calculate the gross-up and actual tax liability is known, to the extent that the computed gross-up amount exceeds the actual tax liability resulting from the contribution, the Company shall refund to the Applicant an amount equal to such excess, or collect the additional amount from the Applicant
- a.d. When a gross-up amount is to be collected in connection with an extension agreement, the contract will state the tax rate used to compute the gross up amount, and will also disclose the gross-up amount separately from the estimated cost of facilities.

2. Refund of Tax Gross Up

- a. In the case of construction advance refunds made pursuant to Subsection 7.C.3 a pro rata portion of the gross up will be refunded when the amount of the underlying contribution is refunded. Any remaining gross-up will be refunded on November 1 of each year as tax depreciation deductions are taken on the Company's tax returns. At the end of five (5) years from installation, the remaining gross up will be refunded at an amount that reflects the net present value of the Company's remaining tax depreciation deductions on the underlying advance discounted at the Company's authorized rate of return.
- b. In the case of all other advances or deferred construction deposit agreements, the gross up will be refunded, or the amount of required deferred construction deposit will be reduced, as follows:
- i. If the full amount of the advance is refunded prior to September 30th of the year following the year in which the advance is received, the entire amount of the gross-up will be refunded.

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- ii. For any amount of the advance not refunded as of September 30th of the year following the year in which the advance is received, on November 1st of each year a portion of the gross-up will be refunded based on the amount of the tax depreciation deductions taken by the Company on its federal and state income tax returns.
- iii. When any advance is refunded after depreciation refunds pursuant to clause ii have begun, a pro rata portion of the gross up will be refunded reduced by the amount of depreciation refunds previously made for that portion of the gross up.
- iv. For any advance that is not refunded at the end of the contract period, the remaining gross up will be refunded at an amount that reflects the net present value of the Company's remaining tax depreciation deductions on the underlying advance discounted at the Company's authorized rate of return.

Gross Up Amount = $\frac{\text{Estimated Construction Cost}}{(1 - \text{Combined Federal-State-Local Income Tax Rate})}$

3. Non-refundable Income Tax Gross Up

- a. At the option of the Customer, a non-refundable gross-up may be calculated as follows:

Non-refundable
Gross Up Amount = $\frac{(\text{Contribution Amount} - \text{Present Value of Tax Depreciation})}{(1 - \text{Current Tax Rate})} - \text{Contribution Amount}$

In subsequent years, as tax depreciation deductions are taken by the Company on its tax returns for the constructed assets with tax bases that have been grossed up, a refund will be made to the Applicant in an amount equal to the related tax benefit. In lieu of scheduling such refunds over the remaining tax life of the constructed assets, a reduced lump sum refund may be made at the end of five (5) years at the election of either the Company or the Applicant. This lump sum payment shall reflect



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SECTION 10
METER READING

A. Company or Customer Meter Reading

1. The Company may at its discretion permit Customer reading of meters.
2. It will be the Company's responsibility to inform the Customer how to properly read his or her meter.
3. ~~Where a Customer reads his or her own meter the Company will read the Customer's meter at least once every six (6) four (4) months.~~
- 3.4. ~~Where the Company must read the meter every four (4) months, the Customer shall pay the Meter Re-Read charge as set forth in the UNS Electric Statement of Charges for every read.~~
- 4.5. ~~The Company will provide the Customer with postage-paid cards or other methods to report the monthly meter reading to the Company.~~
- 5.6. ~~The Company will specify the timing requirements for the Customer to submit his or her monthly meter reading to conform to the Company's billing cycle.~~
7. ~~In the event the Customer fails to submit the reading on time, the Company may issue the Customer an estimated bill. Meter readings will be scheduled for periods of not less than twenty-five (25) days or more than thirty-five (35) days. In the event the Customer fails to submit a reading within this ten (10) day period, the Company may issue the Customer an estimated bill.~~
8. ~~In the event the Customer fails to submit monthly reads as designated above, the Company may estimate the usage for up to three (3) months.~~
9. ~~The Company and the Customer shall mutually agree on a method to submit meter reads.~~
- 6-10. ~~Where the Customer is providing their own meter reads, the Customer is responsible for all applicable charges as calculated from the point the Company last read the Customer's meter.~~
- 7-11. ~~Meters will be read monthly on as close to the same day as practical.~~

B. Measuring of Service

1. All energy sold to Customers and all energy consumed by the Company – except that sold according to fixed charge schedules – will be measured by commercially acceptable measuring devices owned and maintained by the Company. This provision will not apply where it is impractical to install meters, such as street lighting or security lighting, or where otherwise authorized by the ACC.
2. When there is more than one meter at a location, the metering equipment will be so tagged or plainly marked as to indicate the circuit metered or metering equipment in accordance with Subsection 3.C.89.

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3. Meters which are not direct reading will have the multiplier plainly marked on the meter.
4. All charts taken from recording meters will be marked with the date of the record, the meter number, customer and chart multiplier.
5. Metering equipment will not be set "fast" or "slow" to compensate for supply transformer or line losses.

C. Customer - Requested Rereads

1. The Company will at the request of a Customer reread that Customer's meter within ten (10) business days after that request by the Customer.
2. Any reread may be charged to the Customer at a rate set forth in the UNS Electric Statement of Additional Charges, if the original reading was not in error.
3. When a reading is found to be in error, the Company will not charge the Customer for the reread.

D. Access to Customer Premises

The Company will at all times have the right of safe ingress to and egress from the Customer's premises at all reasonable hours for any purpose reasonably connected with the Company's property used in furnishing service and the exercise of any and all rights secured to it by law or these rules.

E. Meter Testing and Maintenance

1. The Company will replace any meter found to be damaged or associated with an inquiry into its accuracy, whether initiated by the Customer or Company, and which has been in service for more than sixteen years. Replaced meters will be tested for accuracy and will be acceptable if found to have an error margin within plus or minus three percent ($\pm 3\%$).
2. The Company will file an annual report with the Commission summarizing the results of meter maintenance and testing program for that year. At a minimum, the report should include the following data:
 - a. Total number of meters tested at Company initiative or upon customer request; and
 - b. Number of meters tested that were outside the acceptable error allowance of $\pm 3\%$.

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F. Customer – Requested Meter Tests

1. The Company will test a meter upon Customer request and the Company will be authorized to charge the Customer for the meter test. The charge for the meter test is set forth in the UNS Electric Statement of Additional Charges. However, if the meter is found to be in error by more than three percent (3%), no meter testing fee will be charged to the Customer.

G. Demands

1. The Customers demand may be measured by a demand meter, under all ~~Pricing Plans~~ Rates involving billings based on demand, unless appropriate investigation or tests indicate that the Customer's demand will not be such as to require a demand meter for correct application of the rate schedule. In cases where billings under a rate schedule requiring determination of the Customer's demand must be made before a demand meter can be installed, these billings may be made on an estimated demand basis pending installation of the demand meter. Billings made on the basis of estimated demands, however, will be appropriately adjusted, if actual demands recorded after demand meter is installed are greater or less than those estimated demands.
2. Demand meters may be installed at any metering location if the nature of the Customer's equipment and operation indicates that a demand meter is required for correct application of the rate schedule.
3. All demands used for billing purposes will be recorded or computed to the nearest whole kW.



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BILLING AND COLLECTIONS

A. Frequency and Estimated Bills

For more information on the Company's bill-estimating methodologies see the Bill Estimation Methodologies Tariff included in the Company's Pricing Plans.

1. The Company will bill monthly for services rendered. Meter readings will be scheduled for periods of not less than twenty-five (25) days or more than thirty-five (35) days.
2. If the Company is unable to readobtain the meter read on the scheduled meter read date, the Company will estimate the consumption for the billing period as set forth in the Company's Bill Estimation Methodologies Tariff.
 2. giving consideration to the following factors where applicable:
 - a. The Customer's usage during the same period of the previous year, or
 - b. The amount of usage during the preceding billing period.
3. Estimated bills will be issued only under the following conditions:
 - a. Failure of a Customer— who reads his or her own meter – to deliver his or her meter reading card to the Company in accordance with the requirements of the billing cycle;
 - b. Severe weather conditions which prevent the Company from reading the meter; or
 - c. Circumstances that make it dangerous or unnecessarily difficult to read the meter. These circumstances include, but are not limited to, locked gates, blocked meters, vicious or dangerous animals, or any force majeure condition as listed in Subsection 78.E.4.
 - d. When an electronic meter reading is obtained, but the data cannot be transferred to a Customer Information System.
 - e. A meter failure or malfunction with no reliable information retained by the meter.
 - f. Meter tampering or energy diversion results in a lack of accurate metered consumption information.
 - g. In the event the Customer fails to submit the reading within the designated ten (10) day meter reading window.
 - g.h. In the event the Customer fails to submit monthly reads as designated above, the Company may estimate the usage for up to three (3) months.
4. After the second consecutive month of estimating the Customer's bill for reasons other than severe weather, the Company will attempt to secure an accurate reading of the meter.
5. Failure on the part of the Customer to comply with a reasonable request by the Company for access to its meter may lead to the discontinuance of service.

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6. Each bill based on estimated usage will indicate that it is an estimated bill.
7. Estimates due to equipment malfunctions may exceed one month if the malfunction could not be reasonably discovered and/or corrected before additional bills were estimated.
- 6-8. A bill is not considered an estimated bill when the end read is based on an actual read.

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B. Combining Meters, Minimum Bill Information

1. Each meter at a Customer's premises will be considered separately for billing purposes, and the readings of two (2) or more meters will not be combined unless otherwise provided for in the Company's Pricing Plans Rates.
2. Each bill for residential service will contain the following minimum information:
 - a. Date and meter reading at the start of billing period or number of days in the billing period;
 - b. Date and meter reading at the end of the billing period;
 - c. Billing usage and demand (if applicable);
 - d. Rate schedule number;
 - e. Company's telephone number;
 - f. Customer's name;
 - g. Service account number;
 - h. Amount due and due date;
 - i. Past due amount;
 - j. Purchased Power Fuel Adjuster Clause cost, where applicable;
 - k. All applicable taxes; and
 - l. The address for the Arizona Corporation Commission.

C. Billing Terms

1. All bills for electric service are due and payable no later than ten (10) days from the date the bill is rendered. Any payment not received within this time frame will be considered past due.
2. For purposes of this rule, the date a bill is rendered may be evidenced by:
 - a. The postmark date for bills sent via U.S. Postal Service; or
 - b. The mailing date; or
 - c. The billing date shown on the bill (however, the billing date will not differ from the postmark or mailing date by more than two (2) days).
 - c.d. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer.

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3. All past due bills for electric service are due and payable within fifteen (15) days. Any payment not received within this timeframe will be considered delinquent and will be issued a suspension of service notice. For Customers under the jurisdiction of a bankruptcy court, a more stringent payment or prepayment schedule may be required, if allowed by that court.
4. All delinquent bills for which payment has not been received within five (5) days will be subject to the provisions of the Company's termination procedures.
5. The amount of the late payment penalty will not exceed one and one-half percent (1.5%) of the delinquent bill, applied on a monthly basis.
6. All payments must be made at or sent via U.S. Postal Service mailed to the Company's duly authorized representative.
- 6.7. A bill will be rendered in a form prescribed by the Company. If the Customer requests a bill in a form other than the one prescribed by the Company, the Company in its sole discretion may consider such request and charge the Customer any associated costs.

D. Applicable Tariff Rates, Prepayment, Failure to Receive, Commencement Date, Taxes

1. Each Customer will be billed under the applicable tariff indicated in the Customer's application for service.
2. Customers may pay for electrical service by making advance payments.
3. Failure to receive bills or notices that have been properly placed in the U.S. Postal Service or posted electronically ~~United States mail~~ will not prevent those bills from becoming delinquent nor relieve the Customer of his obligations therein.
4. Charges for service commence when the service is installed and connection made, whether used or not.

E. Meter Error Corrections

1. If any meter after testing is found to be more than three percent (3%) in error, either fast or slow, proper correction of the error will be made of previous readings and adjusted bills will be rendered according to the following terms:
 - a. For the period of three (3) months immediately preceding the removal of such meter from service for test or from the time the meter was in service since last tested, but not exceeding three (3) months since the meter has been shown to be in error by the test; or

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- b. From the date the error occurred, if the date of the cause can be definitely fixed. If the Customer has been underbilled, the Company will allow the Customer to repay this difference over an equal length of time that the under-billings occurred. The Customer may be allowed to pay the backbill without late payment penalties, unless there is evidence of meter tampering or energy diversion.

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- c. If it is determined that the Customer has been overbilled and there is no evidence of meter tampering or energy diversion, the Company will make prompt adjustment or refund in the difference between the original billing and the corrected billing within the next billing cycle.
2. No adjustment will be made by the Company except to the Customer last served by the meter tested.
3. Any underbilling resulting from a stopped, slow meter, meter reading error, or billing calculation shall be limited to three (3) months for Residential Customers and six (6) months for Non-Residential Customers. However, if an underbilling by the Company occurs due to inaccurate, false, or estimated information from a third party, then the Company will have a right to backbill that third party to the point in time that may be definitely fixed, or twelve (12) months. No such limitation will apply to overbillings.

F. Responsibility for Payment of Bills

1. The Customer is responsible for the payment of bills until service is ordered discontinued and the Company has had reasonable time to secure a final meter reading for those services involving energy usage, or if non-metered services are involved until the Company has had reasonable time to process the disconnect request.
2. When an error is found to exist in the billing rendered to the Customer, the Company may correct such an error to recover or refund the difference between the original billing and the correct billing. The UNS Electric Bill Estimation Methodologies tariff shall be applied when the Company cannot obtain a complete and valid meter read. Situations that result in an estimated meter read include inclement weather, lack of access to a Customer's meter, energy diversion, labor unavailability and equipment malfunction.
3. Except as specified below, corrected charges for underbillings shall be limited to three (3) months for residential accounts and six (6) months for non-residential accounts.
 - a. Where the account is billed on a special contract or non-metered rate, corrected charges for underbillings shall be billed in accordance with the contract or rate requirements and is not limited to three or six months as applicable.
 - b. Where service has been established but no bills have been rendered, corrected charges for underbillings shall go back to the date service was established.
 - c. Where there is evidence of meter tampering or energy diversion, corrected charges for underbillings shall go back to the date meter tampering or energy diversion began, as determined by the Company.
 - d. Where lack of access to the meter (caused by the Customer) has resulted in estimated bills, corrected charges for underbillings shall go back to the billing month of the last Company obtained meter read date.

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F. Nonsufficient Funds ("NSF") Checks Returned Payments

1. The Company will be allowed to recover a fee, as set forth in the UNS Electric Statement of Additional Charges, for each instance where a Customer tenders payment for electric service with an payment returned unpaid insufficient funds check. This fee will also apply when an electronic funds transfer ("EFT") is denied for any reason, including for lack of sufficient funds.
2. When the Company is notified by the Customer's bank or other financial institution that a payment has been returned unpaid, or denied for any reason, there are insufficient funds to cover the check, EFT or other financial instrument for electric service has been denied for any reason, the Company may require the Customer to make payment in cash, by money order, certified check, or other means which guarantee the Customer's payment to the Company.
3. A Customer who tenders a payment which is returned unpaid, regardless of the reason or method used to pay, a insufficient funds check, or for whom an EFT or other financial instrument has been denied will not be relieved of the obligation to render payment to the Company under the original terms of the bill nor defer the Company's provision for termination of service for nonpayment of bills.
4. A Customer with two (2) returned payments within a twelve (12) month period may be required to pay with guaranteed funds, (i.e., cash, money order, or cashier's check) for any subsequent billing for twelve (12) months. No personal checks will be accepted if two (2) NSF checks have been received by the Company within a twelve-month period in payment of any billing.

HG. Budget Levelized Billing Plan

1. The Company may, at its option, offer Residential and Small General Service its Customers a budget levelized billing plan.
2. The Company will develop, upon Customer request, an estimate of the Customer's budget levelized billing for a twelve (12)-month period based upon:
 - a. Customer's actual consumption history, which may be adjusted for abnormal conditions such as weather variations;
 - b. For new Customers, the Company will estimate consumption based on the Customer's anticipated load requirements; or
 - c. The Company's Rate tariff schedules approved by the ACC applicable to that Customer's class of service.

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3. The Company will provide the Customer a concise explanation of how the ~~budget levelized~~ billing estimate was developed, the impact of ~~budget levelized~~ billing on a Customer's monthly bill, and the Company's right to adjust the Customer's billing for any variation between the Company's estimated billing and actual billing.



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4. For those Customers being billed under a budget levelized billing plan, the Company will show, at a minimum, the following information on the Customer's monthly bill:
 - a. Actual consumption;
 - b. Amount due for actual consumption;
 - c. Budget Levelized billing amount due; and
 - d. Accumulated variation in actual versus budget levelized billing amount.
5. The Company may adjust the Customer's budget levelized billing in the event the Company's estimate of the Customer's usage and/or cost should vary significantly from the Customer's actual usage and/or cost; such review to adjust the amount of the budget levelized billing may be initiated by the Company or upon Customer request.

I.H. Deferred Payment Plan

1. The Company may, prior to termination, offer to qualifying Customers a deferred payment plan for the Customer to retire unpaid bills for electric service.
2. Each deferred payment agreement entered into between the Company and the Customer – due to the Customer's inability to pay an outstanding bill in full – will specify that service will not be discontinued if:
 - a. Customer agrees to pay a reasonable amount of the outstanding bill at the time the parties enter into the deferred payment agreement;
 - b. Customer agrees to pay all future bills for electric service in accordance with the Company's Pricing Plans/Rates; and
 - c. Customer agrees to pay a reasonable portion of the remaining outstanding balance in installments over a period not to exceed six (6) months.
3. For the purpose of determining a reasonable installment payment schedule, under these rules, the Company and the Customer will give consideration to the following conditions:
 - a. The size of the delinquent account;
 - b. The Customer's ability to pay;
 - c. The Customer's payment history;
 - d. The length of time that the debt has been outstanding;
 - e. The circumstances that resulted in the debt being outstanding; and
 - f. Any other relevant factors related to the circumstances of the Customer.

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4. Any Customer who desires to enter into a deferred payment agreement must do so before the Company's scheduled termination date for nonpayment of bills. The Customer's failure to execute a deferred payment agreement prior to the scheduled service termination date will not prevent the Company from terminating service for nonpayment.
5. Deferred payment agreements may be in writing and may be signed by the Customer and an authorized Company representative.
6. A deferred payment agreement may include a finance charge of one and one-half percent (1.5%).
7. If a Customer has not fulfilled the terms of a deferred payment agreement, the Company will have the right to disconnect service pursuant to the Company's Termination of Service Rules (Section 12) and, under these circumstances, it will not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

J.I. Change of Occupancy

1. To order service to be discontinued or to change occupancy, the Customer must give the Company at least three (3) business days advance notice in person, in writing or by telephone.
2. The outgoing Customer will be responsible for all electric services provided and/or consumed up to the scheduled turn-off-date.
3. The outgoing Customer is responsible for providing access to the meter so that the Company may obtain a final meter reading. If access is unavailable, the outgoing Customer will be responsible for the services consumed until such time as access is provided and services can be turned-off.

J.K. Electronic Billing

1. Electronic Billing is an optional billing service whereby Customers may elect to receive, view, and pay their bills electronically. Electronic Billing includes the "UES e-bill" service and the "Sure No Hassle Automatic Payment ("SNAP") service. The Company may modify its Electronic Billing services from time to time. —A Customer electing an electronic billing service may receive an electronic bill in lieu of a paper bill.
2. —Customers electing an electronic billing service may be required to complete additional forms and agreements.
3. —Electronic Billing may be discontinued at any time by the Company or the Customer.

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- ~~4.~~ An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer. Failure to receive bills or notices which have been properly sent by an Electronic Billing system does not prevent these bills from becoming delinquent and does not relieve the Customer of the Customer's obligations therein.
- ~~5.~~ Any notices that the Company is required to send to a Customer who has elected an Electronic Billing service may be sent by electronic means at the option of the Company.
- ~~6.~~ Except as otherwise provided in this subsection, all other provisions of the Company's Rules and Regulations and other applicable ~~Pricing Plans~~ Rates are applicable to Electronic Billing.
- ~~7.~~ The Customer must provide the Company with a current email address for electronic bill delivery. If the Electronic Bill is electronically sent to the Customer at the email address that Customer provided to the Company, then the Electronic Bill will be considered properly sent. Further, the Customer will be responsible for updating the Company with any changes to this email address. Failure to do so will not excuse the Customer from timely paying the Company for electric service.

L. Collections

1. All unpaid closed accounts may be referred to a collection agency for collections.
2. If a collection agency referral is warranted for collection of unpaid final bills, Customer will be responsible for associated collection agency fees incurred. If the unpaid bill is referred to a credit bureau, the Company will not be held responsible to notify the Credit Bureau of any payment status.

M. Refunds

Customers will not be eligible for refunds, rebates or other Company program payments if the Customer has a delinquent Company balance.

N. Refund of Credit Balance Following Discontinuance of Service

Upon discontinuance of service, the Company shall refund the Customer any credit balance remaining on the account. With the consent of the Customer (when available), any credit balance remaining on the account that is less than \$5.00, shall be donated to a low-income assistance program to be determined by the Company or as may be required by law.

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- A. Please refer to the Arizona Administrative Code R14-2-211.A.
- B. Nonpermissible Reasons to Disconnect Service
1. The Company will not disconnect service for any of the reasons stated below:
- a. Delinquency in payment for service rendered to a prior Customer at the premises where service is being provided, except in the instance where the prior Customer continues to reside on the premises;
- b. Failure of the Customer to pay for services or equipment which are not regulated by the ACC;
- c. Nonpayment of a bill related to another class of service; or
- d. Failure to pay a bill to correct a previous underbilling due to an inaccurate meter or meter failure if the Customer agrees to pay over a reasonable period of time.
2. The Company will not terminate residential service where the Customer has an inability to pay and:
- a. The Customer can establish through medical documentation that, in the opinion of a licensed medical physician, termination would be especially dangerous to the Customer's health or the health of a permanent resident residing on the Customer's premises;
- b. Life supporting equipment used in the home that depends on electric service for its operation; or
- c. Where weather will be especially dangerous to health as defined herein or as determined by the ACC.
3. Residential service to ill, elderly, or handicapped persons who have an inability to pay will not be terminated until all of the following have been attempted:

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- a. ~~The Customer has been informed of the possible availability of funds from various government and social assistance agencies of which the Company is aware; and~~
- b. ~~A third party previously designated by the Customer has been notified and has not made arrangements to pay the outstanding electric bill.~~
4. ~~A Customer utilizing the provisions of subsections 2 or 3 above may be required to enter into a deferred payment agreement with the Company within ten (10) days after the scheduled termination date.~~
5. ~~Failure to pay the bill of another Customer as guarantor thereof.~~
6. ~~Disputed bills where the Customer has complied with the ACC's rules on Customer bill disputes.~~

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B. Termination of Service Without Notice

1. The Company may disconnect electric service without advance written notice under the following conditions:
 - a. The existence of an obvious hazard to the safety or health of the Customer or the general population or the Company's personnel or facilities;
 - b. The Company has evidence of meter tampering or fraud; or
 - c. The Company has evidence of unauthorized resale or use of electric service; or
 - d. Customer makes payment to avoid/stop disconnection for non-payment with a dishonored or fraudulent payment. The Company will not be required to restore service until the repayment of those funds and all other delinquent amounts are paid by cash, money order, cashier's check, certified funds or verified electronic payment; or
 - e. Customer makes payment to reconnect service with a dishonored or fraudulent payment. The Company will not be required to restore service until the repayment of those funds and all other delinquent amounts are paid by cash, money order, cashier's check, certified funds or verified electronic payment; or
 - f. Failure of a Customer to comply with the curtailment procedures imposed by the Company during supply shortages.
2. The Company will not be required to restore service until the conditions that led to the termination have been corrected to the satisfaction of the Company.
3. The Company will maintain a record of all terminations of service without notice. This record will be maintained for a minimum of one (1) year and will be available for inspection by the ACC.

CG. Termination of Service With Notice

1. The Company may disconnect service to any Customer for any reason stated below, provided that the Company has met the notice requirements described in subsection 12.D. below:
 - a. Customer violation of any of the Company's Pricing Plans/Rates;
 - b. Failure of the Customer to pay a delinquent bill for electric service;

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- ~~b-c.~~ Failure of a prior Customer to pay a delinquent bill for electric service where the prior Customer continues to reside on the premise;
- ~~e-d.~~ Failure of the Customer to meet agreed-upon deferred payment arrangements;
- ~~d-e.~~ Failure to meet or maintain the Company's deposit requirements;
- ~~e-f.~~ Failure of the Customer to provide the Company reasonable safe access to its equipment and property;
- ~~f-g.~~ Customer breach of a written contract for service between the Company and Customer;

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~~g. NSF checks, EFTs or other financial instruments that have not been made good. Under this provision electric service will be subject to disconnect following the procedures set forth in subsection 11.F. Returned or invalid payment;~~

~~h.~~

~~h.i. When necessary for the Company to comply with an order of any governmental agency having jurisdiction;~~

~~h.j. When a hazard exists which is not imminent, but in the opinion of the Company, it may cause property damage; or~~

~~k. Customer facilities that do not comply with Company requirements or specifications;~~

~~l. Failure to provide or retain rights-of-way or easements necessary to serve the Customer;~~

~~j.m. The Company learns of the existence of any condition in Section 3.D. Grounds for Refusal of Service.~~

2. The Company will maintain a record of all terminations of service with notice. This record will be maintained for one (1) year and be available for ACC inspection.

~~D. D. The Company will not be obligated to renotify the Customer of the termination of service, even if the Customer – after receiving the required termination of service notification – has made payment, yet the payment is returned within three (3) to five (5) business days of receipt for any reason. The original notification will apply.~~

E. Termination Notice Requirements

1. The Company will not terminate service to any of its Customers without providing advance written notice to the Customer of the Company's intent to disconnect service, except under these conditions specified in subsection 12.AB. where advance written notice is not required.
2. This advance written notice will contain, at a minimum, the following information:
 - a. The name of the person whose service is to be terminated and the address where service is being rendered;
 - b. The Company's ~~Pricing Plan~~ Rate(s) that was violated and explanation of the violation or the amount of the bill that the Customer has failed to pay in accordance with the payment policy of the Company, if applicable;
 - c. The date on or after which service may be terminated;

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- d. A statement advising the Customer to contact the Company at a specific address or phone number for information regarding any deferred payment or other procedures that the Company may offer or to work out some mutually agreeable solution to avoid termination of the Customer's service; and

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- e. A statement advising the Customer that the Company's stated reason(s) for the termination of services may be disputed by contacting the Company at a specific address or phone number, advising the Company of the dispute and making arrangements to discuss the cause for termination with a responsible employee of the Company in advance of the scheduled date of termination. The responsible employee will be empowered to resolve the dispute and the Company will retain the option to terminate service after affording this opportunity for a meeting and concluding that the reason for termination is just and advising the Customer of his or her right to file a complaint with the ACC.
3. Where applicable, a copy of the termination notice will be simultaneously forwarded to designated third parties.

FE. Timing of Terminations with Notice

1. The Company will give at least five (5) days advance written notice prior to the termination date. For Customers under the jurisdiction of a bankruptcy court, a shorter notice may be provided, if permitted by the court.
2. This notice will be considered to be given to the Customer when a copy of the notice is left with the Customer or posted first class ~~via the U.S. Postal Service in the United States mail~~, addressed to the Customer's last known address.
3. If, after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Company for the payment of the bill – or in the case of a violation of the Company's rules the Customer has not satisfied the Company that this violation has ceased – then the Company may terminate service on or after the day specified in the notice without giving further notice.
4. ~~Service may only be disconnected in conjunction with a personal visit to the premises by an authorized representative of the Company.~~
- 5.4. The Company will have the right (but not the obligation) to remove any or all of its property installed on the Customer's premises upon the termination of service.



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GF. Landlord/Tenant Rule

In situations where service is rendered at an address different from the mailing address of the bill or where the Company knows that a landlord/tenant relationship exists and that the landlord is the Customer of the Company, and where the landlord as a Customer would otherwise be subject to disconnection of service, the Company will not disconnect service until the following actions have been taken:

1. Where it is feasible to so provide service, the Company will offer the occupant the opportunity to subscribe for service in the occupant's own name. The Company will provide the occupant forty-eight (48) hours notice to subscribe for service in the occupant's own name. If the occupant then declines to so subscribe, the Company may disconnect service pursuant to the rules.
2. The Company will not attempt to recover from a tenant or condition service to a tenant with the payment of any outstanding bills or other charges due upon the outstanding account of the landlord.

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A. Customer Service Complaints

1. The Company will make a full and prompt investigation of all service complaints made by its Customers, either directly or through the ACC.
2. The Company will respond to the complainant and/or the ACC representative within five (5) business days as to the status of the Company's investigation of the complaint.
3. The Company will notify the complainant and/or the ACC representative of the final disposition of each complaint. Upon request of the complainant or the ACC representative, the Company will report the findings of its investigation in writing.
4. The Company will inform the Customer of his right of appeal to the ACC.
5. The Company will keep a record of all written service complaints received that must contain, at a minimum, the following data:
 - a. Name and address of complainant;
 - b. Date and nature of the complaint;
 - c. Disposition of the complaint; and
 - d. A copy of any correspondence between the Company, the Customer, and/or the ACC.
6. This record will be maintained for a minimum period of one (1) year and will be available for inspection by the ACC.

B. Customer Bill Disputes

1. Any Customer who disputes a portion of a bill rendered for electric service must pay the undisputed portion of the bill and notify the Company's designated representative that any unpaid amount is in dispute prior to the delinquent date of the bill.

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2. Upon receipt of the Customer notice of dispute, the Company will:
 - a. Notify the Customer within five (5) business days of the receipt of a written dispute notice;
 - b. Initiate a prompt investigation as to the source of the dispute;
 - c. Withhold disconnection of service until the investigation is completed and the Customer is informed of the results;
 - d. Upon request of the Customer the Company will report the results of the investigation in writing; and
 - e. Inform the Customer of his right of appeal to the ACC.
3. Once the Customer has received the results of the Company's investigation, the Customer will submit payment within five (5) business days to the Company for any disputed amounts. Failure to make full payment will be grounds for termination of service.

C. ACC Resolution of Service and/or Bill Disputes

1. In the event a Customer and the Company cannot resolve a service and/or bill dispute, the Customer will file a written statement of dissatisfaction with the ACC. By doing this, the Customer will be deemed to have filed an informal complaint against the Company.
2. Within thirty (30) days of the receipt of a written statement of Customer dissatisfaction related to a service or bill dispute, a designated representative of the ACC will attempt to resolve the dispute by correspondence and/or telephone with the Company and the Customer. If resolution of the dispute is not achieved within twenty (20) days of the ACC representative's initial effort, the ACC will then hold an informal hearing to arbitrate the resolution of the dispute. The informal hearing will be governed by the following rules:
 - a. Each party may be represented by legal counsel, if desired;
 - b. Every informal hearing may be recorded or held in the presence of a stenographer;
 - c. All parties will have the opportunity to present written or oral evidentiary material to support the positions of the individual parties;
 - d. All parties and the ACC's representative will be given the opportunity for cross-examination of the various parties; and

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- e. The ACC's representative will render a written decision to all parties within five (5) business days after the date of the informal hearing. This written decision of the ACC's representative is not binding on any of the parties and the parties will still have the right to make a formal complaint to the ACC.
3. The Company may implement normal termination procedures if the Customer fails to pay all bills rendered during the resolution of the dispute by the ACC.
4. The Company will maintain a record of written statements of dissatisfaction and their resolution for a minimum of one (1) year and make these records available for ACC inspection.

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Original Sheet No.: 900
Superseding:

SECTION 14

STATEMENT OF ADDITIONAL CHARGES

A.	Service Establishment and Reestablishment During Normal Business Hours	\$30.00
B.	Service Establishment and Reestablishment After Normal Business Hours (Includes Saturdays, Sundays and Holidays)	\$75.00
C.	Service Reconnection During Normal Business Hours	\$30.00
D.	Service Reconnection After Normal Business Hours (Includes Saturdays, Sundays and Holidays)	\$75.00
E.	Meter Reread	\$20.00
F.	Meter Test	\$60.00
G.	Charge for NSF Check	\$10.00
H.	Deferred Payment Finance Charge, per Month	1.50%
I.	Late Payment Finance Charge	1.50%
J.	Customer Deposit - One Year Treasury Rate	

Filed By: Raymond S. Heyman Kentton C. Grant
Title: Senior Vice President and General Counsel of Finance and
District: Entire Electric Service Area

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UNS Electric, Inc.
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SECTION 15

CURTAILMENT PROCEDURES

A. Purchased Shortage of Power

ACC General Order U-57 establishes electric curtailment and interruption procedures to meet electric power and energy supply deficiencies. General Order U-57 is to be complied with in the event of these deficiencies.

Step 1, 2 and 3 Levels of these procedures deal with educational campaigns and appeals through the news media and personal customer contacts, to obtain customer voluntary load curtailment. In the event power and energy supply is judged to be deficient, even after customer voluntary load curtailment, the ACC may declare that an electric supply emergency condition exists and that the situation has entered Step 4 level. Upon receipt of notice of this emergency condition, the Company would, in accordance with General Order U-57, immediately implement an electric emergency curtailment program in accordance with procedures provided for in the Electric Curtailment Guidelines, contained in General Order U-57.

B. Sudden Shortage of Power

In the event that a shortage of electricity should suddenly occur without advance warning, so that there is insufficient time for normal implementation of the Step 1, 2 and 3 Levels, then the Company may resort immediately to the emergency procedures described in the Electric Curtailment Guidelines. To the extent practicable, notice of the situation will be given to the customers through the news media. Notice will be given immediately to the ACC.

Electric emergency curtailment and service interruption will be administered in accordance with the Electric Curtailment Guidelines established by ACC General Order U-57.

C. General Steps

1. Company Use Curtailment

The Company itself will initiate, if not already done, a program to reduce the use of lighting, electrical equipment and air conditioning.

2. Interruptible Load

Remove all those loads on the system that are on the interruptible rate.

Filed By: Raymond S. Heyman Kentton C. Grant
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SECTION 15

CURTAILMENT PROCEDURES

(continued)

3. Intermediate Generation

Put all available intermediate generation on line which is owned by or available under contract to the Company.

4. Neighboring Utility Support

Request all available capacity from neighboring utilities.

5. Peaking Generation

Put all available peaking generation on line which is owned by or available under contract to the Company.

6. Voluntary Curtailment

Request voluntary curtailment of load from the general public through radio announcements.

7. Customer Owned Generation

Put all available Customer owned generation on line which is owned by or available under contract to the Company.

8. Voltage Reduction

Reduce nominal voltage on distribution circuits by up to 5 percent. This will be accomplished by appropriate operation of transformer taps at certain designated Substations and where necessary the blocking of voltage regulators so as to prevent automatic voltage boost operations.

9. Large Customer Curtailment

Contact per designated large usage Customers, if not already done, and request them to curtail usage according to particular plans or procedures applicable to each such Customer.

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SECTION 16
CURTAILMENT PROCEDURES
(continued)

10. Sequential Interruption of Service

~~Sequential interruption of service will be accomplished by disconnecting groups of circuits for a limited number of hours in accordance with a prearranged schedule, generally two (2) hours. Circuits will be grouped for rotation purposes so as to achieve the desired load reduction.~~

~~The objective of this procedure is to achieve a proportional reduction of loads, exclusive of those essential and critical loads, which by their nature are essential to the public health and safety. It is recognized that essential and critical loads are connected on circuits which serve non-critical loads. However, in order to provide fair treatment to all Customers it is intended that additional steps will be taken to insure, to the extent practicable, that reductions in such non-critical loads will be achieved. These reductions should be substantially equivalent to that obtained from similar loads subject to circuit rotation and should be on a voluntary, or if necessary, on a non-voluntary basis.~~

~~All circuits within each group will be rotated in accordance with the rotation schedule, with switching being done in a manner so that the total load on the system will not be increased materially above that prior to the rotation.~~

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SECTION 13
RECONNECTION OF SERVICE

When service has been discontinued for any of the reasons set forth in these Rules and Regulations, the Company will not be required to restore service until the following conditions have been met by the Customer:

A. Where service was discontinued without notice:

1. The hazardous condition must be removed and the installation will conform to accepted standards.
2. All bills for service and/or applicable investigative costs due the Company by reason of fraudulent or unauthorized use, diversion or tampering must be paid and a deposit to guarantee the payment of future bills may be required.
3. Required arrangements for service must be made.

B. Where service was discontinued with notice:

1. The Customer must make arrangements for the payment of all bills and these arrangements must be satisfactory to the Company.
2. The Customer must furnish a satisfactory guarantee to pay all future bills.
3. The Customer must correct any and all violations of these Rules and Regulations.

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